THE

Second Part

Of the YOUNG

CLERKS GVIDE:

Or, a second

COLLECTION

Of Choyce

Engliſh Preſidents

For Indentures of Settlements, Letters of Licence and Compoſition, Aſſignments, Letters of Atturney, Conditions, Obligations in *Engliſh*, and ſundry others.

Compiled by Sir R. Hutton

And peruſed by a judicious Practiſer, very uſefull and neceſſary for all.

LONDON, Printed for *Matthew Walbancke* at *Grayſ-Inne* gate. 1656.

THE

Second Part

Of the YOUNG

CLERKS GVIDE:

Or, a second

COLLECTION

Of Choyce

English Presidents

For Indentures of Settlements, Letters of Licence and Composition, Assignments, Letters of Attorney, Conditions, Obligations in English and sundry others.

Compiled by Sir K. H.

And perused by a judicious Practiser, very useful and necessary for all.

LONDON. Printed for Matthew Walbancke at Gray's-Inne gate. 1656.

THE TABLE.

Indentures.

Deed of Jointure, wherin lands are ſetled under a proviſo to be void on the aſſurance of other Lands of the ſame value, and to the ſame uſes. page 1

An Indenture of Covenants between two partners at the diſſolution of their co-partnerſhip 17

An Indenture of Partition of Deeds between one co-partner and the Executor of the other, and to ſue &c. 20

A Conveyance from a man and his wife, ſhe being tenant in tail, to another and his wife, their Heirs and *Aſſigns* for ever. 27

An Indenture where R. F. being ſeized of a Tenement, &c. in fee with remainders, wherein E. F. hath an eſtate for life, having levyed a Fine, ſuffereth a Recovery, and aſſureth the ſame to R. F. and his Heirs in fee ſimple by the ſaid Deed, with obſervations thereon. 34

An Indenture wherein I. W. being ſeized of a Tenement *Jure Uxoris* for her life, the remainder in fee-tail to T. M. together with his wife and the tenant in tail convey the ſame to T. S, and his Heirs the aſſurance is by Fine and Recovery intended, the uſe

whereof being to T.S. &c. is directed by the ſaid Deed, wherein are comprized neceſſary Covenants. 40

An Indenture wherein W.K. being ſeized of Lands, &c. in fee-tail with remainders, die h, having three daughters, who as co-heirs enter, and one of the co-heirs and her husband, for the better conveyance of his wifes part to I. F. and his Heirs, ſuffer a recovery, and by the ſaid deed, together with the tenant of the free-hold, and the Recoverers direct the uſe of the ſame. 49

An Indenture wherein W.B. being poſſeſſed of lands for term of years (the inheritance of which were conveyed to R. R. and W.B. in truſt, to be diſpoſed of as W.B. and his wife ſhould appoint) Contracts with W.B. for ſale, the aſſurance adviſed thus, for keeping on foot the term, and preventing incumbrances, the term ſhould be granted unto W. himſelf for life, and the inheritance is conveyed, to the Son in the ſaid Deed. 56

An Indenture wherein B.M. being ſeized of Land *jure uxoris*, ſhe being a co-heir, purchaſeth of I.B. to whom the Eſtate of the other coheirs is come, all the Lands, the conveyance is by recovery concluded by I. B. with notes thereon. 57

An Indenture wherein P.H. purchaſeth of W. H. *& uxor*, Lands, &c. other lands he holds in right of I. his wife, to whom the ſame were deviſed by her brother in fee-ſimple, the brother & heir of the deviſor intendeth to ſettle other lands, which came to him by deſcent, on the ſaid P. and I. his wife, in tail, now for ſetling as well the lands purchaſed of H. as all the reſt, a fine is levyed by W.H. *& uxor*, I.I. heir of the deviſor, *& uxor*, the ſaid P. H. *& uxor*, and T.P. and C.I. uſes declared by the ſaid deed. 62

An Indenture, where a marriage being intended be-

tween

rween T.G. and P.B. single woman, P. in regard the Jointure agreed on cannot be presently assured with consent T. makes over all her Lands &c. Jewels, Money &c. to E. her Sister in trust &c. 67

An Indenture wherein A. and B. his wife being possessed of a certain Mannor and Lands, Covenants with C. and D. to levy a Fine thereof to uses, with a Covenant that himself and his wife together, shall have power to let Leases for lives or years. 72

An Indenture, wherein R. C. being possessed of a messuage &c. in fee-simple, grants the same to I. P. &c. to them and their heirs to certain uses. *viz.* for himself for life, yet so as to pay 10l. *per annum*, meat and drink &c. to his eldest Son, his wife &c. and after his decease to several other uses &c. 75

An Indenture of settlement by Fine, & Recovery of several all Lordships, Mannors &c. for raising of Monies for payment of debts & childrens portions, as also for entailing thereof, under several provisoes & limitations, exceeding well drawn. 77

An Indenture where in I. W. being seized of a mannor and other Lands, conceving he should die without issue, and intending to settel the same to good uses, by Deed granteth the same to A. B. C. &c. in trust to the use of himself for life, and after to R. his wife for life, the remainder to the heirs of his body, & in default thereof to grant the same, as by Will he should appoint, with notes &c. 96

An Indenture of bargain and sale of wood. 136

An Indenture (reciting a Lease for a year) & a grant of reversion upon the trust to several uses, reserving power to make leases, and to revoke the trust, with notes thereon. 229

An Indenture of Partition, where two have taken a joint lease of messuage and lands. 244

A Charter-party with extraordinary covenants. 298

An Indenture of a Co-partnership between four Merchants, with divers Covenants concerning the same. 176
A Conveyance of Lands to the use of a Man's heirs, the profits during the heir's minority limited to pay the donor's debts and performance of his Will. 184
With endorsement of seisin executed, and the Abridgment of the tenants of the said mannors. 295
An Indenture for equal division of goods, where four are Administrators, they bearing equal parts of charges in recovering the estate, &c. 296
A defeazance on a Statute extraordinary, viz. for payment of 2000 l. at the end of six monthes, and 200 l. per annum during life. 299

Demises.

A Charter party of freighment. 6
A Lease of a Warren of Conies. 189
A Lease of Cole-mines. 192
An Indenture on chusing a Parliament man. 195
The Leading of a demise of Copyhold-land. 186
A Lease of goods levyed by the Sheriff upon a judgement. 198
A Lease of Lands in Barbadoes. 200
A Lease from a Company. 203
A Lease from a Parson and Church-wardens. 204
A Lease from a Town or corporation to commence at the end of a former. &c. 206
A Lease for three lives with a Letter of Atturney to give possession. 209
A Lease to try a title. 269
A Lease of a Mill. 325

Covenants.

A Covenant that the Lessee shall seal a new Lease, and in the interim the Lessor to enjoy, though the old Lease be surrendred. 14
A Covenant not to commence any sute against a surety that stands bound, &c. 15

A Covenant to pay a Sheriff or his Bayliff for arresting a man. 19
A Collateral Covenant. 107

Deeds.

A Deed of gift in consideration of the discharge of debts. 10
A Deed of gift with a good warranty 12
A Deed with observation thereon, 13
A sale of goods to the Plaintiff, levyed upon a Scire facias by a Sheriffs Bayliff. 198
A Deed to revoke several uses in a settlement according to a power therein reserved. 255

Letters of Atturney.

A Transport of goods in a Ship. 8
A Letter of atturney contained in the latter end of an Indenture. 134
A Letter of atturney to take possession, and deliver a lease upon the ground. 172
A Letter of atturney to take possession of Lands, and the same to demise, survey or sell, &c. 173
A Letter of atturney of a Bond for performance of Covenants in an Indenture of Lease. 175
A Letter of atturney to receive rent when it shall grow due. 176
A Letter of atturney to take possession of a Messuage from the Sheriff taken on extent. 177
A Letter of atturney to receive a Legacy, and the same to pay in discharge of a Bond. 178
A Letter of atturney to make Leases of Lands, sale of woods and goods, and to grant a Stewardship during pleasure, 180
A Warrant of atturney to confesse a judgement, if satisfaction be not made by a day, 173
Another, with a Release of errors inserted. 184
A Warrant of atturney to appear for one, &c. 187
A Warrant to acknowledge satisfaction. 178

A Letter of atturney to deliver two Leases after possession taken. 211
A Letter of atturney to receive money due on several bonds, allowing the atturney his reasonable charges, and out of the money that he shall receive to satisfie himself of such money as is due to him from him that makes the letter. 241

Licences, &c.

A Licence to hawk, hunt and fish. 191
A Letter of licence from Creditors to a debtor, 193
A Testimonial for relief of one that had his house burnt. 196
A Letter of composition for half debts. 215
A no ther Letter of composition. 217
A Letter of Licence and composition for payment at several times. 219
A Letter of licence, 221
Another letter of Licence, 223

Releases.

A Release of a Proviso. 134
A Release of a Covenant mentioned in an Indenture of Lease. 135
A release of a Recognizance assigned to one. 170
A release of an Extent by an administratrix. 184
A Release of a Bond, it being lost. 185
A Release of all legacies and demands given, &c. 186
A Release from one joint-purchaser to the other. 197
A discharge made to a Sheriff for a prisoner, from him to whom the prisoner is indebted. 244
Another release made to a Sheriff for discharge of a prisoner. 231

Assignments.

Assignments.

An assignment of an extent upon a Statute. 13
An assignment of certain debts by an administratrix to Creditors. 213
An assignment & letter of atturney of several bonds. 233
An assignment of a Statute by an executor or two of the testators creditors in satisfaction of their debts of the same value. 302

Declarations of trust.

A Declaration of a Bond made in a third persons name. 224
A Declaration made by a wife of the disposing of a sum of money according to a power reserved before marriage. 225
An acknowledgement of a trust in an Indenture of bargain and sale. 287
An acknowledgement of a trust (in a Lease) by deed-poll. 289

Conditions.

A Condition to pay money weekly. 103
A Condition to pay a summ, and three years payment given. 102
A Condition to perform covenants in a lease, & not to seek for a new lease from the chief L. & lord. 103
A Collateral Condition. 104
A Condition to erect a barn. 106
A Condition that A. B. hath delivered a bond and letter of atturney to C. D. to receive a debt: C. D. is bound to deliver the bond or money. 107
A Condition to pay a sum of money at ones return from beyond Sea. 108
A Condition to deliver wool, 109
A Condition to deliver certain tods of wool, *ib.*
A Condition for delivery of Cow-hides. 110
A Condition to deliver Barly. 111
A Condition to make an assurance by a day, *ib.*

A Condition for renewing a Leaſe, when the Leſſor ſhall come to the age of twenty one years 112
A Condition to gather Rents, and yield accompt thereof. 114
A Condition of a Deputy rent-gatherer, to give accompt for receipts of Rents. 115
A Condition to make a true accompt of ones Bayliſhip. 116
A Condition to pay a ſum of money within three daies after requeſt, if the Obligee may not enjoy a meſſuage. 117
A Condition to bring in an inventory by a day into the Prerogative Court. 118
A Condition not to trouble or vex one for any former matter. 119
A Condition to make aſſurance of morgaged lands after default of redemption. 120
A Condition to acknowledge a Statute by a day. 121
A Condition not to meddle with the executorſhip upon aſſignment thereof. 122
A Condition not to do any act as Executor without conſent of the co-executor. 123
A Condition to procure one to ſeal an acquittance by a day, on payment of money, & to ſave harmleſs. ib.
A Condition to acknowledge ſatisfaction of a judgement. 124
A Condition to procure two to ſeal Releaſes and to ſave harmleſs. ib.
A Condition that a woman ſhal releaſe her dower. 126
A Condition to ſuffer a mans wife to make her will. ib.
A Condition to marry one by a day, or elſe to pay a ſum of money. 127
A Condition to be a true Priſoner. 128
A Condition to ſave harmleſs for being bound for the appearance of a man. ib.

A Condition wherein the Factor is truly bound to serve the Merchant and no other. 139
A Condition to pay use for Orphanage-money belonging to Orphans. 130
A Condition for executing a Goalership. 131
A Condition for re-assurance of Lands, which Lands were formerly engaged for money. 133
A Condition for finding apparel to an apprentice by his friends. 140
A Condition to save harmless from Bonds. 141
A Condition for money given by a Will to be lent *gratis*. *ib.*
A Condition that one executor shall not release any the Testators debts or goods, without the consent of the other 142
A Condition that one shall not be bound for any person without consent. 143
A Condition to surrender Lands, or to pay money in lieu thereof. 144
A Condition to keep the Peace. 145
A Condition to justifie all such actions as shall be commenced by vertue of a Letter of attorney, and not to release. 145
A Condition to pay money according to a Proviso in a bill of sale. 146
A Condition to do ones endeavour for the recovery of the debt against the Suretie *ib.*
A Condition for quiet enjoying a messuage sold 148
A Condition to pay a yearly summ for a wifes Jointure during her life. *ib.*
A Condition to endeavour the discharge of an obligation by a day. 142
A Condition (reciting an absolute bargain and sale, made to one for the Indempnity of a Bond) if the money be paid on the Bond, the Grantee to re-assure. 149

A Condition, reciting a ſurrender of lands upon condition, if the money be not paid according to the condition, the Obligee may enjoy the Lands. 151
A Condition (reciting the releaſe of an annuity) that it is free from former engagements, &c. 152
A Condition where the Obligee hath a ſumm of money owing by one, which is agreed to be paid to a creditor of the Obligors, the Obligor is bound to repay within ten daies after notice of the receipt. 153
A Condition where a Bond is aſsigned, that if the Obligors in the aſsigned bond do not pay, then the obligor in this bond to pay, &c. 155
A Condition to ſave harmleſs upon an attachment. 154
A Condition to pay rent quarterly for certain rooms. 155
A Condition to ſurrender lands to uſes. 155
A Condition that the Sheriff executing a writ, may detain out of the goods and lands extended, ſo much money as, &c. 156
A Condition to ſave harmleſs from a Bond of arbitrament. 157
A Condition where purchaſe-money is to be paid at two payments, if default be made in the firſt, the whole with allowance to be paid at the ſecond. 158
A Condition where money is lent on a bond and letter of attorney, if that be not paid, the Obligor in this to pay. *ib.*
A Condition that the Obligor ſhall pay within three months, if default be made by another. 160
A Condition that if the Obligee do not receive the ſum of, &c. according to a letter of attorney, then the Obligor to pay the ſaid ſum, &c. 161
A Condition where a letter of attorney is recited, he to whom it is made, is bound not to proſecute the perſons

persons mentioned therein, on or before, &c. 161
A Condition for payment of money, within ten daies after delivery of and assurance of land, 162
A Condition to procure one to seal a Counterpart by a day. 163
A Condition to permit the Obligor to receive rents and titles to his own house, and not to discharge a former agreement made between A. W. of the one part, and the Obligor and Obligee of the other part. 163
A Condition to assure the moiety of such lands as shal be recovered by law. 165
A Condition to save harmles from all debts that may be duly demanded as executors of, &c. and that one shall seal a Release when she comes to age. 166
A Condition for payment of all such monies, as one lately deceased did owe to any person whatsoever. 167
A Condition from a Goaler to an under Sheriff for saving harmless. 168
A Condition for peaceable and quiet receiving of rents reserved on a demise. 169
A Condition for the truth of a Merchants Apprentice, & that he shal give just account or demand. 188
A Condition upon granting *toties quoties* for a Replevin. 236
A Condition that a Lords Bayliff shall give true accompts, &c. *ib.*
A Condition to pay childrens portions and shares of their deceased fathers estate. 237
A Condition that the Heir shall make no claim. 238
A Condition to appear before Justices of the Peace. 239
A Condition to suffer a wife to make a Will. 240
A Condition for replevying of goods. 331
A Condition for replevying of cattel. 332

A Condition to pay the moiety of a debt when it shall be received. 333

Articles.

Judge *Cooks* articles, which the chief Constables of every Hundred are to observe and answer unto at the end of every assize. 247

Certain points of Law concerning Land-lord and tenant. 250

Articles of agreement concerning the Merchant and his servants, or Factor. 333

Obligations in English.

AN Obligation from one to one. 330

An Obligation from two to one. ib.

An Obligation from three to one: 331

Presidents.

PResidents of bils, answers, replications, demurrers, rejoinders, partitions, certificates, and affidavits in the Court of Chancery. 5

A Deed of Joynture, whereby Tho. N. in consideration of a Marriage intended, between Tho. his Son, and Sara Mer. granteth and infeoffeth Lands to friends in truſt under a Proviſo, to be void upon Aſſurance of other Lands by John N. Heir of Thomas the Father of as good value, and to the like uſes.

THis Indenture made the firſt day, of June in the year of our Lord God according to the computation uſed in *England*, 1651. between T. N. of &c. of the one part, and J. J. H. E. and S. R. of the other part, witneſſeth; That the ſaid T. N. for and in conſideration of a Marriage already agreed upon, and ſhortly by Gods grace to be had and ſolemnized between T. N. ſecond ſon of the ſaid T. N. and *Sara* M. ſingle woman, daughter of M. N. late of &c. deceaſed, and for the love & affection which he beareth to his ſaid ſon, and for a competent Joynture to be had and provided to and for the ſaid *Sara*, and for proviſion of maintenance for her, and for ſetling the inheritance of the Lands and Tenements herein after mentioned to ſuch uſe and uſes, and upon ſuch truſts and confidence, as are herein declared, limited or expreſſed, and for divers other good conſiderations him moving, hath granted enfeoffed, releaſed and confirmed, and by, &c. unto

the ſaid J. J. H. and R. and to their heirs and aſſignes for ever, all that Meſſuage or Tenement, with the appurtenances, ſituate, &c. and one yard land, Meadow, or Paſture to the ſaid Meſſuage or Tenement belonging, that is to ſay, one Cloſe, &c. and alſo all houſes, edifices, building, barns, ſtables, orchards, gardens, back-ſides, courts, void grounds, lands, meadows, leaſowes, feedings, paſtures, commons, woods, underwoods, trees, hedge, rowes, wayes, waters, ponds, pools, fiſhings, fiſhing-places, profits, commodities, hereditaments and appurtenances whatſoever, to the ſaid meſſuage, tenement, yard-land and premiſes, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reverſion, remainders, and ſervices of the ſaid premiſes, and every part thereof, to have and to hold the ſaid meſſuage or tenement, and all and ſingular other the premiſes before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances to the ſaid J. J. H. E. and S. R. to their heirs and aſſignes for ever, to the only uſes, intents and purpoſes, hereafter in theſe preſents limited, expreſſed and declared, and to none other uſe, intent or purpoſe (that is to ſay) to the uſe and behoof of the ſaid J. J. H. E. and R. S. and of their heirs, until the ſolemnization of the ſaid marriage, between the ſaid T. N. the ſon and *Sara* the M. and from and after the ſolemnization of the ſaid marriage to the uſe and behoof of the ſaid J. J. H. E. and S. R. and of their heirs, for and during the natural life of the ſaid *Sara*, and from and after the deceaſe to the uſe and behoof of the ſaid T. N. her Son, for and during the term of his natural life, and from and after the death of the ſaid *Sara* M. and T. N. to the uſe and behoof of the heirs of the body of the ſaid *Sara* M. by the ſaid

T. N.

T.N. the ſon, begotten and to be begotten, and for default of ſuch heirs, to the uſe and behoof of the ſaid T. N. the ſon, and of the heirs of his body, and for default of ſuch heirs, to the uſe of the ſaid T. N. the father, and of his heirs and aſſigns for ever, and the ſaid T. N. the father, for himſelf, his heirs, executors and adminiſtrators, and every of them doth covenant, promiſe and grant, to and with the ſaid J. J. H. E. and S. R. and every of them, their and every of their heirs and aſſigns, by theſe preſents, that he the ſaid T. N. the father, at the time of the enſealing and delivery thereof, is the true and lawfull owner of the ſaid Meſſuage, tenement, and premiſes, and every part thereof, and of and in the ſame and every part and parcel lawfully and rightfully ſeaſed of a good eſtate of inheritance in fee-ſimple, and alſo that he the ſaid T. N. the father, at the time of the enſealing and delivery hereof, hath full power, good right, and lawfull authority, to grant, convey and aſſure the ſaid premiſes, and every part thereof to the ſaid J. J. H. E. and S. R. their heirs and aſſigns, in manner and form aforeſaid, according to the true intent and meaning hereof, and that the ſaid Meſſuage, tenement and premiſes, and every part & parcel thereof, with the appurtenances now be and are, and ſo from time to time, and at all times hereafter for ever ſhall or may be, remain and continue unto the uſes, intents, and purpoſes aforeſaid, and according to the true intent and meaning hereof, clearly acquitted and diſcharged of and from all & all manner of former and other bargains, ſales, gifts, grants, leaſes, mortgages, joyntures, ſtatutes, recognizances, judgements, extents, and of and from all other titles, charges troubles, and incumbrances whatſoever, had made, done, committed or ſuffered to be done, by him the ſaid T. N. the father, or by any other perſon or

persons whatsoever, except one Indenture of Lease bearing date, &c. made and granted of the premises by T.H. to the said N.H. and M. his wife, and to M. their daughter for term of their lives, successively one after another, at and under the yearly rent of forty shillings of lawfull money of *England*, quarterly to be paid by even portions, and also except one other lease or Indenture, bearing date, &c. made and granted of the said premises by the said T. N. the father of G.M. &c. for one thousand years, with a proviso, to be void upon payment made of certain sums of mony, at certain times therein mentioned, whereof only one day is past, and the money then due is paid, and without any let, interruption, challenge, claim, disturbance, or incumbrance, of or by him the said T. N. the father, or his heirs, and without any lawfull let or interruption, challenge, claim, disturbance or incumbrance, of or by him the said T. N. or any other person or persons, claiming or to claim, by or under him, or his estate, right, title, or interest, except such as shall or may claim by or under the leases before excepted or either of them, and for the term thereby granted only: and the said T. N. the Father doth further for himself, his heirs, executors, and administrators, covenant, promise and grant, to and with the said J.J. H.E. and S.R. and every of them, their heirs and assigns by these presents, that he the said T.N. the father and his heirs, and all and every other person and persons, lawfully claiming or to claim by or under him (except such as shall or may claim by or under the leases before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the Law of the said J.J. H. E. and S. R. or any of them, their heirs, or assigns, make, do, and execute all such further acts, things, and assurances, for the fur-

further and better assuring of the said premises, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said J. J. H. E. S. R. or any of them, their heirs and assigns, shall be in that behalf reasonably devised, or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied or executed of the premises, or any part thereof, shall be, and shall be deemed, adjudged and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared, and it is expressed and declared by all the said parties, that the said estate for the life of the said *Sara*, limited to the said J. J. H. E. S. R. as aforesaid, is so limited upon special trust and confidence in them reposed, that they and every of them their heirs and assigns, respectively, to whose hands or custody any of the Rents, issues, or profits of the said premises shall come, during the life of the said *Sara*, shall from time to time pay, deliver, dispose, and imploy the same rents, issues and profits, and every part thereof, either to the said *Sara* her self, or to such other person or persons, use or uses, as she the said *Sara* shall by any writing under her hand from time to time, limit or appoint; provided always, and it is nevertheless covenanted & granted by and between the said Parties, that in case *John* N. son and heir apparent of the said T. N. the father, shall within seven years next ensuing the date hereof, at his own proper cost and charges, well and sufficiently convey or assure, or cause to be conveyed and assured by good and sufficient ways and means in the law, to the said J. J. H. E. S. R. and to their heirs, or to the Survivor or Survivors of them, and to his or their heirs, to and for, and upon the like uses, intents, trusts, confidences and purposes, as are before herein, limited, expressed & declared, messuages, lands, & tenements, scituate, lying, or being in, &c. & which

shall be of as much more clear yearly value, as the said messuage, tenement and premises hereby mentioned, meant or intended to be granted, and of every patt thereof shall be then worth, that then, from and after such conveyance and assurance, passed and perfected, the use and uses, trusts and confidences, herein before limitted and expressed, shal cease, determine and end, and then & from thenceforth they the said J. J. H. E. and S. R. and their heirs shall stand, and be seized of and in the said Messuage, tenement, and premises hereby mentioned, meant, or intended to be granted, and of every part thereof to the use and behoof of him the said I. N. his heirs and assigns for ever, and to no other use, intent or purpose whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. In witnesse &c.

A Charterparty of affreightment.

THis Ghatterparty of freightment indented, made the &c. by R. H. and A. N. owners of the good ship called the H. of *London*, of the burthen of &c. now riding in the River of *Thames* (whereof is Master under God I. P.) of th'one part, and H. S. of th'other part, witnesseth, that the said Owners have granted and letten to freight to the said H. S. the aforesaid ship, and that the said H. S. hath hired her for a voyage to be made with her by Gods grace in manner and form following, *viz.* the said Owners covenant and grant by these presents, to and with the said H. S. his, &c. that the said ship, with the first and next good wind and weather, that God shall send after the first day of &c. shall depart from the said River of *Thames*, and directly sail to B. in the Realm of *France*, with such goods, wares and merchandizes as

the

the ſaid H. S. his Factor, or aſſigns, before the ſaid Feaſt day, of, &c. next coming ſhall think good to charge and lay in her, *viz.* ſo much as ſhe may reaſonably carry, and being arrived and come to the ſaid Port of B. or ſo nigh to the ſame as ſhe ſafely and conveniently may come, ſhall there tarry by the ſpace of thirty daies next after her arrival, as well there to diſcharge and unlade ſuch goods and merchandizes, as ſhall be ſo freighted and laden in her as aforeſaid, as alſo to receive her full lading of ſuch goods, wares and merchandize, as the ſaid H. S. his Factor or aſſignes ſhall think good; *viz.* as much as ſhe may reaſonably carry, within which time and dayes above limited and appointed, the ſaid H. S. covenanteth and granteth by theſe preſents to diſcharge and relade, or cauſe to be diſcharged and reladen the aforeſaid ſhip in manner and form aforeſaid. Which Ship ſo being able, the ſaid Owners covenant and grant by theſe preſents, that ſhe ſhall with the firſt and next good winde and weather, next after that ſhe ſhall be reladen, as aforeſaid, depart and return from B. aforeſaid, and by Gods grace directly ſail, and come to the Port of the City of *London*, or as nigh the ſame as ſhe can ſafely come, where ſhe ſhall tarry by the ſpace of, &c. after her arrival there, to make her right diſcharge. And the ſaid H. S. covenanteth, &c. within the ſpace of, &c. next after the arrivall of the ſaid ſhip at the Port of the City of *London*, as well to receive, or cauſe to be received the ſhips lading, as alſo to content & pay or cauſe to be paid unto the ſaid Owners, their executors or aſſignes the ſumme of, &c. for the freight and lading of the ſaid ſhip, both outwards and homewards, at the place of the right diſcharge of the ſaid ſhip together with average, poynage and petty lodenage, & all other duties due and accuſtomed according to the uſe of Eaſtern ſhips: And the ſaid Owners covenant

and grant by these presents, to warrant and prepare the said ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors cable-ropes, cords, guns, powder, shot, and all other instruments, munition, artilery, furniture, tackling and apparel, necessary and convenient for such a ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient; with the boate of the same ship, to serve the said H.S. his Factors and assigns, to and from land during this present voyage afore-mencioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts, & agreements, and all other things above rehearsed, which on the part and behalf of the said Owners are to be observed and kept in form aforesaid, the said Owners binde them, and either of them, their executors, goods, and especially the same ship with his freight, tackle, and apparrel, to the said H.S. his, &c. in the penalty, of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H. S. are to be observed and kept in form aforesaid, the said H.S. bindeth himself, his executors, and goods, whatsoever they be, and wheresoever they may be found, to the said Owners and their executors, in the penalty of, &c. well and truly to be paid by these presents, In witnesse, &c.

A transport of goods in a ship.

TO all &c. I A. P. of &c. send greeting, &c. Whereas I the said A.P. in the month of, &c. last past, did lade in the port of *London* of my own proper good

goods, and for my own proper uſe and accompt into and aboard the good ſhip called, &c. wherein one T.C. was then Maſter, for and during her then intended voyage, ſo much, &c. to the intent and purpoſe, that all the aforeſaid kerſies and cloths, ſhould be tranſported for and in trade of merchandize, in and with the ſaid ſhip, (amongſt other her lading,) in her voyage then intended to be made to *Conſtantinople*, and other places beyond the ſeas and within the ſtreighs of *Gibralter*, and to return again into the port of *London*. Now know ye, that I the ſaid A. P. for and in conſideration of the ſumme, of, &c. by F. L. of, &c. to me paid, whereof I acknowledge the receipt by theſe preſents: Have given, granted, alienated, bargained, ſold, transferred, aſſigned and ſet over, and by theſe preſents do abſolutely give, grant, alien, bargain, ſell, transfer, aſſign and ſet over unto the ſaid F. L. as well all and every the ſaid kerſies and clothes aforeſaid, which are laden into the ſaid ſhip, for the uſe, accompt, or behoof of me the ſaid A. P. as afore is mentioned; As alſo all and every ſuch adventure and adventures, ſumme and ſumms of money, goods, wares, merchandize, and encreaſe whatſoever, which is or ſhall be returned, had, gained or gotten; by reaſon or in reſpect of the ſaid kerſies and clothes ſo laden outward as aforeſaid, or for or in reſpect of any part or parcel thereof in any manner of wiſe, to have, hold, take, receive and enjoy all the payments afore mentioned, to be hereby given, granted, alienated, bargained, ſold, transferred, aſſigned and ſet over, and every part and parcel thereof to the ſaid, &c. to his and to their own proper uſe and uſes, to his and their own proper goods, from henceforth freely for ever; and to the intent and purpoſe that the ſaid F. L. his &c. may the better have, receive and enjoy all the goods, merchandizes, and premiſes a-

fore hereby granted bargained, ſold, aſſigned and ſet over, and every part thereof, according to the true meaning and purport of theſe preſents, I the ſaid A. P. do hereby make, authorize and appoint him the ſaid &c. my true and lawfull Atturney irrevocable in my name and ſtead, but to his own uſe to do, execute, &c. all and every act matter and thing whatſoever, touching or concerning the premiſes, or any part thereof, in as ample manner, &c. giving and by theſe preſents granting, &c. and I do hereby covenant, &c. to ratifie all and whatſoever, &c. covenants for quiet enjoying, without any ler, reclaim, &c. and to do any further act, &c. but the ſaid F. L. to abide the hazard at Sea. In witneſs, &c.

A Deed of gift in conſideration of the diſcharging of Debts.

TO all, &c. I J. W. of, &c. ſend greeting. Whereas I am indebted, and do ow unto divers perſons divers ſummes of money, which I cannot ſatisfie or make payment of, as my ſaid Creditors do deſire, by reaſon many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors, for my ſaid debts owing as aforeſaid: Know ye, that I the ſaid J. W. for and towards the indempnity and ſaving harmeleſſe them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſumme and ſummes of money, goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable, unto me, in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Scedule or inventory to theſe preſents annexed; To have, hold, rece[illegible]ve,

receive, take & enjoy the said goods, chattels, credits, debts, sum and sums of money, unto the said, &c. their executors and administrators, to their and every of their use and uses and as their and every of their own proper goods for ever, absolutely, without any reclaim, challenge or contradiction of any person or persons whatsoever. And I have set and put the said, &c, in full and peaceable possession of all and every the premises, by the delivery unto them of a piece of money, called six pence fixed in the seal hereof. And for the better recovery of the said debts, I the said I. W. have made, ordained and authorized, and by these presents constitute and appoint the said, &c. and every of them to be my true and lawfull Attorney irrevocable in the name of me, my, &c. but to and for, &c. to ask, sue for, levy, recover and receive all and every such goods, chattels, credits, debts, sum and sums of money as are in these presents, and in the said Schedule specified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to sue, implead and prosecute by due course of Law in any Court of record or equity: Giving, and by these presents granting, &c. my full power, strength, &c. (as in a Letter of Att.) A covenant for allowing and justifying all actions, &c. without any non-suit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Att. & assurance for the recovery of the premises, the true performance whereof I bind me, my, &c. to the said his, &c. in the sum of, &c. firmly by these presents. In witnesse, &c.

A Deed of gift of goods of warranty.

TO all, &c. I, A. B. &c. ſend greeting. Know ye that I the ſaid A. B. being of a good and perfect mind, and without fraud or deceipt, for divers good cauſes & conſiderations me hereunto moving, have given, granted and confirmed, & by theſe preſents do give, grant and confirm unto, &c. All and ſingular my goods, chattels, implements, debts, bills, bonds, ſpecialties, neceſſaries, ſummes of money, and other things whatſoever, as well moveable, as immovable, of what nature kind or quality ſoever they be, and in whoſe hands, cuſtody, poſſeſſion, governance or keeping, or whatſoever place or places they be or may be found, as well on this ſide as beyond the Seas. To have and to hold, levy, perceive, uſe, receive and enjoy all and ſingular the ſaid goods, chattels, implements, credits, debts, ſpecialties, ſummes of money, and all other the premiſes, with all and ſingular their appurtenances unto the ſaid C. D. his &c. to th'only proper uſe and behoof of the ſaid C. D. his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaim, challenge or contradiction of me the ſaid A. B. my, &c. or of any other perſon or perſons, by any means, title, or procurement in any manner or wiſe, and without any account, reckoning, or anſwer therefore to me, or any in my name, to be given, rendred, or done in time to come, So that neither I the ſaid A. B. my, &c. nor any other perſon or perſons by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premiſes, or any part thereof, any intereſt, right, title, uſe or poſſeſſion, but from all action of right, title, claim, intereſt, uſe,

C. A.

uſe, poſſeſſion and demand thereof, we and every of us to be utterly excluded, and for ever debarred by theſe preſents. And I the ſaid A.B. my, &c. all the ſaid goods, chattels and other things above mentioned, with their appurtenances unto the ſaid C.D. his &c. to th'uſe aboveſaid, againſt all people will warrant, and defend by theſe preſents, of which ſaid goods, chattels and other things I the ſaid A. B. have put the ſaid C. D. in peaceable poſſeſſion, by the delivery of ſix pence, which I have paid and delivered to the ſaid C.D. the day of the date hereof. In witneſſe, &c.

A Deed of Gift.

TO all, &c. I A.B. &c. ſend greeting, &c. Know ye that I the ſaid A.B. for the love, good will and affection, which I have and bear towards my loving friend C. D. of &c. have given and granted, and by theſe preſents doe freely, clearly and abſolutely give and grant unto the ſaid C. D. his &c. all and ſingular my goods, wares, houſhold-ſtuff, plate, jewels, ready money, leaſes, chattels, implements, and all other things alive or dead whatſoever, as well moveable as immoveable, both real and perſonal whatſoever they be, and in whoſe hands, cuſtody or poſſeſſion ſoever the ſame or any of them, or any part thereof can or may be found remaining and being, as well in the meſſuage or tenement with th'appurtenances, wherein I do dwell, as in any other place or houſe whatſoever within the &c. To have and to hold all the ſaid goods, chattels, houſhold-ſtuff, implements, and all other the premiſes unto the ſaid his, &c. from henceforth, to his and their own proper uſe, and as his and their own proper goods for ever abſolutely without any manner of condition, &c. And I the ſaid

A.B.

A.B. have ſet and put, &c. In witneſſe, &c.

Nota,

If a Deed of gift be made of money owing to the donor, let there be a Letter of Atturney comprehended therein.

If the Deed be made of good chattels in conſideration of a debt, let there be a covenant in the ſame Deed, that the Donor ſhall permit the Donee to come into the houſe, or any other place where the goods be, quietly and peaceably to receive and carry away the ſame to the uſe of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the ſame goods and chattels ſhall not be waſted, and that they are free from any former gifts, or incumbrances at the enſealing, by a penny fixed in the ſeal, or ſome part of the ſaid goods. But aſſurance for debt of goods and chattels is beſt to be done by bargain and ſale, indented with an Inventory.

A Covenant that the Leſſor ſhall ſeal a new Leaſe; and in the interim the Leaſee to enjoy, though the old Leaſe be ſurrendred.

TO all, &c. I, B.H. ſend greeting. Whereas I.M. at the requeſt of me the ſaid B.H. and for the conſideration hereafter ſpecified, hath granted and ſurrendred by his Writing, bearing date, with theſe preſents, one Indenture of Leaſe bearing date the &c. and all the right, intereſt, and term of years, which he the ſaid I.M. now hath, or of right ought to have of, in and to, &c. in the ſaid Indenture of Leaſe, ſpecified by me the ſaid B.H. unto him the ſaid I.M. demiſed for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, that I the ſaid B.H. for me, my executors and adminiſtrators doe covenant

nant and grant to and with the ſaid I. M. his, &c. and to and with every of them by theſe preſents, that I the ſaid B. H. my, &c. in conſideration of the ſaid ſurrender of the ſaid Leaſe and premiſes, and for other good conſiderations me moving, ſhall and will at the coſt and charges of me the ſaid B. H. my, &c. at or before, &c. make, ſeal, and in due form of Law deliver unto the ſaid I. M. his, &c. one other good and ſufficient new Leaſe of the ſaid, &c. for the remainder of the ſaid term of, &c. then to come, for and upon ſuch rent, covenants and conditions as are ſpecified and contained in the Leaſe above recited, made by me the ſaid B. H. unto the ſaid I. M. And that the ſaid I. M. his, &c. ſhall and may in the mean time, until the ſaid new Leaſe of the premiſes ſhall be by me unto him ſo made, ſealed and delivered, as is aforeſaid, peaceably and quietly have, hold and enjoy the ſaid Meſſuage or tenement, ſhop and premiſes, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the ſaid B. H. my, &c. or any other perſon or perſons, claiming, or which ſhall or may claim any eſtate or intereſt in or to the premiſes, or any part thereof, by, from or under us, or any of us, in as large and ample manner and ſort to all intents and purpoſes, as if the ſame Indenture of Leaſe had been in full force, and ſtill remaining in the hands of him the ſaid I. M. in witneſſe, &c.

A Covenant not to commence any action or ſuit againſt a ſurety that ſtands bound.

TO all, &c. whereas I. M. and E. F. of, &c. by their obligation dated, &c. are and ſtand bound unto me the ſaid I. in the ſum of, &c. conditioned for payment of, &c. at a day long ſithence paſt

as

as by the ſame obligation and condition thereof more mainly appeareth, which ſaid ſumme of, &c. or any part thereof, was not paid according to the condition of the ſaid obligation, whereby the ſaid obligation became forfeited. And whereas the ſaid I. in *Eaſter* term, in the year, &c. in the Court, &c, obtained judgment of, &c. together with, &c. coſts againſt the ſaid, &c. as by the Records of the ſaid Court more plainly may appear: Now know ye, that I the ſaid, &c. for divers good cauſes and conſiderations me eſpecially moving, am pleaſed and contented, and for me my, &c. do covenant, promiſe and grant to and with the ſaid their, &c. That neither I the ſaid, &c. my, &c. nor any of us, nor any other perſon or perſons whatſoever, in the name of us, or any or us, ſhall at any time or times hereafter uſe, implead, moleſt, arreſt, attach, impriſon and condemn, or cauſe to be, &c. the ſaid I. M. his, &c. or any of them, for or upon the aforeſaid obligation ſo forfeited as aforeſaid, or by vertue of the ſaid Judgement, or of any execution or elegit to be had or procured thereupon, or by any other wayes & meanes whatſoever. In witneſſe, &c.

A Covenant to pay the Sheriff or his Bayliff for apprehending a man.

TO all, &c. I T. O. of, &c. ſend greeting, Whereas, &c. doth owe and is indebted unto me the ſaid &c. in the ſumme of, &c. by bill or writing obligatory under his hand and ſeal; upon which bill I have commenced a ſuit at law, and thereupon had judgement, upon which I have taken out execution; And whereas M. F. Sheriff of, &c. or T. S. Bayliff of the wapentake or hundred of, &c. for the conſiderations here-under written and agreed upon, hath undertaken to do his beſt endeavour for the ſerving of the

the ſaid execution, & by vertue thereof to apprehend the body of the ſaid I. S. Now know ye that I the ſaid T. O. for me, my, &c. do covenant, &c. That if the ſaid M. F. or T. S. do ſerve the ſaid execution upon the body of the ſaid I. S. and him impriſon & commit unto the Goale, whereupon he may remain charged with the ſaid debts; or if upon ſerving the ſaid execution the ſaid I. S. do pay, &c. the ſaid debt, or compound with me for the ſame, that then in any of the caſes aforeſaid, I the ſaid, &c. ſhall and will forthwith pay the ſaid M. F. or T. S. the ſumme of, &c. in conſideration of the ſaid buſineſs ſo to be performed, &c. In witneſs, &c.

Covenants between two partners at the diſſolution of their Co-partnerſhip.

THis Indenture made, &c. between T. H. C. and G. of *London* of the one part, and W. I. C. and G. of *London* aforeſaid, of th'other part, witneſſeth, that whereas the ſaid T. and W. by their Indenture of Co-partnerſhip bearing date, &c. for the conſideration in the ſaid Indenture ſpecified, did condeſcend, conclude and agree to become and continue joint-dealers and Co-partners together in the art and myſtery of, &c. and in buying, ſelling, and uttering of, &c. and all other wares, commodities and merchandizes, belonging, or commonly uſed to and with the ſaid trade, for the term of, &c. from the Feaſt day of, &c. laſt paſt, &c. (if the ſaid T. and G. ſhould ſo long live: and unleſs they the ſaid T. and W. ſhould otherwiſe agree together, as by the ſaid Indenture of Co-partnerſhip, (whereunto relation being had) more at large, &c.) And whereas the ſaid T. and W. by their mutual conſents, free will and agreement, & for very good cauſes & conſiderations them thereun-

to moving, have thought good to diſſolve and break off the Co-partnerſhip, and from thenceforth to become no Co-partners together. Now this Indenture further witneſſeth, that it is covenanted, concluded & fully agreed, by and between the ſaid &c. for, and concerning the premiſes in manner and form following, *viz.* firſt the ſaid W. for, and in conſideration of a certain ſumme of money to him the ſaid W. in hand, at the enſealing and delivery of theſe preſents by the ſaid T. well and truly paid and delivered, for him, his &c. doth covenant and grant, &c. by theſe preſents to aſſign and ſet over, remiſe and releaſe unto the ſaid T. his &c. all and every ſuch part, portion and ſhare as he the ſaid W. his &c. hath, may, might or ought to have of, in and to all and ſingular the goods, chattels, houſhold-ſtuff, wares, merchandizes, debts, obligations, ſpecialties, bills obligatory, ſum and ſums of money, and other things whatſoever incident; or belonging to the ſaid late Co-partnerſhip, or joint dealing in any manner of wiſe, and alſo his eſtate, intereſt, right and demand therin, or in or to any part thereof, together with all ſuch benefit and commodity as he the ſaid W. his &c. might or ought to have had, taken or received, upon, for or by reaſon of the ſaid bills, bonds, books, obligations or ſpecialties belonging to the ſaid Co-partnerſhips. And that it ſhall and may be lawfull to and for the ſaid T. his &c. to have, keep, receive and enjoy as well all and every the goods, chattels, houſhold-ſtuff, wares and merchandizes belonging to the ſaid late Co-partnerſhip, as alſo all and every ſuch debts, duties, ſum and ſums of money, as ſhall be had, received, obtained or gotten by vertue of the ſaid books, bills, bonds, obligations or ſpecialties, or any of them, or of any ſuit, judgements, execution or proceſs, thereupon to be commenced, purſued,

had

had or taken, without the let, trouble or contradiction, or the unjuſt plea in bar ariſing from any act or thing heretofore done, or hereafter to be done, or willingly ſuffered by the ſaid W. his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the ſaid W. his, &c. or any of them. And further, that he the ſaid W. heretofore hath not received any ſumme or ſums of money, belonging to the ſaid late Co-partnerſhip, (other than ſuch as are already allowed upon accompt) nor hath releaſed or diſcharged, nor that he, his executors or adminiſtrators ſhall or will hereafter receive, releaſe, diſcharge or make fruſtrate all or any of the ſaid debts, duties, ſumme or ſummes of money, bonds, ſpecialties, or demands, due or to be due, by vertue of the ſaid bills, books, ſpecialties, obligations, or agreements, or any of them (other than ſuch as are allowed upon accompt as aforeſaid) without the conſent or agreement of the ſaid T. H. his, &c. firſt had and obtained in writing under his or their hands, nor voluntarily or willingly diſcontinue, diſavow or ſuffer to be non-ſuited in, or make any *retraxit*, or otherwiſe diſcharge, hinder or delay any action, ſuit or plaint whatſoever, which he the ſaid T. H. now hath, or at any time hereafter ſhall commence, proſecute or purſue in the name of the ſaid W. G. his, &c. for the recovery or obtaining of the ſaid debts, duties, ſumme or ſummes of money, or demands belonging to the ſaid late joynt dealing, but that he the ſaid W. G. his, &c. ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts of the ſaid T. H. his, &c. juſtifie, allow, maintain and avow all and every ſuch action, ſuit, plaint and arreſt, as he the ſaid his, &c. ſhall commence, &c. for the recovering, levying, obtaining or getting of all or

any the debts, &c. belonging to the ſaid late Copartnerſhip, ratifying, &c. all and everie lawful act, matter and thing whatſoever, which he the ſaid, his &c. ſhall commence, proſecute, &c. for the recovering, &c. the ſaid debts, duties, &c. or any of them. And laſtly, that he the ſaid T. H. his, &c. ſhall and will from time to time, and at all times herafter wel and ſufficiently acquit and diſcharge, ſave and keep harmleſs the ſaid W. his, &c. of and from all and all manner of troubles, damages, arreſts, coſts, charges and incumbrances whatſoever, which ſhall or may be taxed, urged or happen to be had, recovered or obtained againſt the ſaid T. his, &c. for or by reaſon or means of any action, ſuit &c. which the ſaid T. H. now hath, or ſhall hereafter commence &c. or cauſe to be commenced &c. againſt any perſon or perſons, for recovering, having or obtaining any of the ſaid debts, duties or demands above ſpecified, or for any the debts, duties, ſum or ſums of money or any thing whatſoever, touching the ſaid late Copartnerſhip, now or which hereafter ſhall bee due or payable to the ſaid T. and W. or either of them or any perſon or perſons whatſoever, or for or by reaſon of any debts now owing, or wares taken up upon credit by him the ſaid T. his &c. and not charged upon the ſaid partible accompt; wherewith or whereby he the ſaid W. G. his &c. ſhall or may be charged or chargeable. In witneſs.

A Partition of debts, between one Co-partner and the Executor of the other, and to ſue &c.

THis Indenture made &c. between R. E. Citizen, &c. and R. S. of *London* Gentleman, ſonne and

heir apparent of W. S. late Citizen, &c. deceased, and executor of the last Will and Testament of the said W. S. of the other part, witnesseth, that whereas the said R. E. and W. S. in the life time of the said W. S. for many years together, did deal and traffique as joynt-Partners and Occupiers in the trade of &c. and other merchandizes, and in buying, selling, and merchandizing, and by reason thereof divers and sundry sums of money, by divers and sundry persons, became due and payable to them jointly as debts, owing to the said R. and W. jointly. And whereas therefore the said R. E. and W. S. in the life-time of the said W. S. by agreement between them, divers debts due and owing between them, did sever and part in such manner and form, as in and by a certain pair of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the said R. E. of th'one part, and the said R. S. &c. is mentioned, and more plainly doth and may appear, sithence which time divers and severall of the debts therein mentioned, have been received and compounded for, as well by the said R. E. and W. S. in the life-time of the said W. as also by the said, &c. Executor of the said W. sithence the decease of the said W. And whereas also divers and sundry other summes remaining then and yet unpaid, and uncompounded for, for the better recovery whereof, and for the continuing of peace and amitie between them, they the said R. E. and R. S. have equally divided those debts, yet remaining unreceived or compounded for, as in and by two severall Schedules thereof made (th'one called the first Schedule, wherein the debts, duties, summes of monie and demands, yet unreceived, now allowed and appointed to the said R. S. are contained and mentioned, and the other called the second Schedule,

wherein the debts, duties, ſums of money and demands, yet unreceived and now appointed to the ſaid R. E. are likewiſe contained and mentioned, and hereunto annexed) more plainly, it doth and may appear.

This Indenture now further witneſſeth, that it is covenanted, granted, concluded and fully agreed between the ſaid R. E. and R. S. for and concerning the premiſes in manner and form following, *viz.* firſt the ſaid R. E. for him, his, *&c.* doth by theſe preſents grant, aſſign and ſet over, remiſe and releaſe unto him the ſaid R. S. all and every the debts, obligations and bills obligatory, and ſeveral ſums of money in the ſaid Schedule annexed, unto this preſent Indent. called the firſt Schedule mentioned and expreſſed, & all his part, portion, intereſt, right & demand therein or thereof, with all ſuch benefit and commodity, as the ſaid R. E. his, &c. can or may lawfully take, receive or have upon or by reaſon of any the ſaid obligations, bills, debts, duties or demands contained or mentioned in the ſaid Schedule called the firſt Schedule: allotted to the ſaid R. S. And further the ſaid R. E. doth by theſe preſents for him, his, *&c.* conſtitute and in his place appoint the ſaid R. S. during his life, and after the death of the ſaid R. S. his Executors and Adminiſtrators, to be his lawfull Atturney irrevocable, for and in the name of the ſaid R. E. during his life, and after his deceaſe; for and in the name of his, *&c* to ask, take, *&c.* of all the debtors in the ſaid Schedule, called the, *&c.* and annexed to this preſent Indenture mentioned, or any of them, or of the heirs, *&c.* all and every the ſum and ſums of money in the ſaid Schedule, called the firſt Schedule mentioned or contained, and the ſaid R. E. for him, his *&c.* doth covenant and grant to and with the ſaid R. S. his, *&c.* by

theſe

theſe preſents, that it ſhall and may be lawfull to and for the ſaid R. S. during the life of the ſaid R. S. and to and for the Executors of the ſaid R. S. after his deceaſe, at the only coſts and charges of the ſaid R. S. his, &c. or ſome of them in the name of the ſaid R. E. during his life and after his death, &c. to proſecute any actions, ſuits or plaints for the recovery of all or any the debts, duties or demands in the ſaid Schedule annexed to this preſent Indenture, called, &c. conteined or mentioned, againſt all or any of the debtors therein named, their, &c. and the ſame actions, ſuits and plaints, and every or any of them, at the like coſts and charges of the ſaid R. S. his, &c. without the let, trouble, contradiction, or the unjuſt plea in bar, ariſing from any act heretofore done by the ſaid R. S. his, &c, to proſecute and purſue untill judgement and execution thereupon ſhall be had and taken, and all ſuch ſumme or ſums of money, as ſhall upon or by reaſon of any ſuch ſuit or ſuits, happen to be recovered, had, levied, or received, to take and keep to the only uſe and behoof of the ſaid R. S. his, &c. without any accompt or other thing, to be therefore rendred or yielded to the ſaid R. his, &c, or any of them, ratifying, &c. all and every action, act and thing, which the ſaid R. his, &c. ſhall make, do, commit or execute, or cauſe, &c. in or about the premiſes, for or touching the recovery or receiving of all or any the ſaid debts, in the ſaid Schedule mentioned. And the ſaid R. E. his, &c. doth by theſe preſents covenant, &c. to and with the ſaid R. S. his &c. that the ſaid R. E. hath not heretofore releaſed or diſcharged, nor that he, his, &c. ſhall or will releaſe or diſcharge all or any the debts, duties ſums of money or demands, in the Schedule, &c. without the conſent or agreement of the ſaid R. S. his, &c. firſt had and obtain-

ed in writing under his or their hand, nor voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraxit, or otherwise discharge, to hinder or delay any such action, suit or plaint, which the said *R. E.* his, *&c.* shall at any time hereafter commence, *&c.* in the name of the said *R.S.* for recovery or obtaining of all or any the said, &c. in the said Schedule &c. mentioned. But that the said *R. E.* his, &c. shall and will from time to time, and at all times hereafter, justifie, avow, &c. all and every such actions, suits, &c. which he the said *R.S.* his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said *R.S.* his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying &c. all and every matter and thing whatsoever, which the said *R. S.* his, &c. or any of them shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said *R.S.* for him, his, &c. and every of them in consideration of the premises, doth by these presents covenant and grant to & with the said *R. E.* his, &c. and every of them, that he the said *R.S.* his &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmless the said *R. E.* his, &c. and every of them of and from all manner of damages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said *R. E.* his, &c. goods, chattels or lands, for or by reason of any action, suit, plaint, process, judgement, arrest or execution which the said *R.S.* his, &c. shall hereafter bring, commence, pursue or prosecute,

or

or cauſe to be &c. againſt any perſon or perſons, in the ſaid Schedule annexed to this preſent Indenture called the firſt Schedule named, contained or mentioned there, &c. for the recovering or obtaining of any the ſaid debts, duties, &c. in the ſaid Schedule mentioned. And the ſaid *R. S.* for him, his, &c. doth further covenant, grant, aſſign, ſet over, remiſe and releaſe unto the ſaid *R. E.* all and every the debts, obligations and bills obligatory, and ſeverall ſums of money, duties and demands in the ſaid Schedule called, &c. annexed to this preſent Indenture allotted to the ſaid *R. S.* contained and expreſſed, and all bills, bonds, obligatory writings and ſpecialties whatſoever, touching or concerning the ſame or any of them, and all his part, portion, intereſt, or demand therein or thereunto, or of any part or parcel thereof, together with all ſuch benefit and commodity as the ſaid *R. S.* his, &c. can or may lawfully have, take, or receive, upon or by reaſon of any the ſaid debts, duties or demands, contained or expreſſed in the ſaid Schedule, &c. And that all and every the ſeveral ſums of money in the ſaid Schedule, &c. annexed to theſe preſents, contained and expreſſed, ſhall be and remain fully and wholly to the ſaid *R. S.* his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the ſaid *R. S.* his, &c. or any of them. And the ſaid *R. S.* doth by theſe preſents further covenant, promiſe and grant, to and with the ſaid *R. E.* his, &c. That neither the ſaid W. S. in his life-time, nor the ſaid *R. S.* ſithence the time of his deceaſe, nor either of them heretofore have not received, releaſed or diſcharged, nor that he the ſaid *R. S.* his, &c. ſhall or will receive, releaſe or diſcharge all or any the ſaid debts, duties, ſumme or ſummes of money or demands in the ſaid Schedule,

&c.

&c. contained and expreſſed, and allotted to the ſaid R. E. for his part of the premiſes as aforeſaid, without the conſent of the ſaid R. E. his &c. thereunto firſt had and obtained in writing under his or their hands. Nor otherwiſe voluntarily or willingly diſcharge, hinder or delay any action, ſuit or plaint whatſoever, which the ſaid R. E. his &c. ſhall at any time hereafter commence &c. for recovery or obtaining of all or any the ſaid debts &c. in the ſaid Schedule &c. mentioned: and whereas the debt-books, and other books, bills, bonds, obligations and ſpecialties, wherein the debts, duties and demands before mentioned, or wherein and whereby any wares or merchandizes were ſold, or delivered to the perſons in the ſaid Schedule named, are contained and expreſſed, are now in the hands and poſſeſſion of the ſaid R. S. therefore the ſaid R. S. doth covenant for him, his &c. to deliver the ſame to the ſaid R. E. his &c. upō demand, and ſhall and will likewiſe upon the like requeſt at the place aforeſaid, produce and ſhew forth to the ſaid R. E. the ſaid book called the debt-book, & all other books, ſcores and writings, which remain in the hands poſſeſſion or cuſtody of the ſaid R. S. wherein the ſaid debts, duties or demands, or any of them contained in the ſaid Schedule &c. are mentioned or expreſſed, or whereby or wherein any wares or merchandizes, touching or concerning the ſame, were ſold or delivered to any the perſons in the ſaid Schedule &c. whereby the ſaid R. E. may have and take the view benefit & uſe thereof, to be ſhewed or produced forth in any Court or Courts of Record, or elſewhere for the declaring, proving or recovering of all or any the ſaid debts in the ſaid Schedule &c. or other occaſions whatſoever without any let &c. In witneſs &c.

A Conveyance from I. T. and El. his wife, (being Tenant in tayle) to R. H. and El. his wife, and the heirs and assigns of R. H. for ever.

THis Indenture, *&c.* between I. T. of, *&c.* Gent. and *Elinor* his wife, Cousin and next heir of T. L. late of the City of, *&c.* Gent. deceased, without issue of his body (that is to say) only daughter and heir of W. L. Gent. elder brother and heir of the said T. L. of the one part, and R. H. of *&c.* and *El.* his wife of the other part, witnesseth, that they the said I. T. and *El.* his wife, as well for and in consideration of the sum of 210l. of *&c.* by the said R. H. unto them the said I. T. and *El.* his wife, at the ensealing and delivery of these presents well and truly in hand paid, the receipt whereof they the said I. T. and *El.* his wife, do hereby acknowledge, and thereof and of every part and parcell thereof, do fully clearly, and absolutely acquit, exonerate, and discharge the said R. H. his heirs, Executors and Administrators, and every of them by these presents, have granted, alleaed, bargained, sold and confirmed, and by these presents, *&c.* unto the said R. H. and *El.* his wife, all that one Messuage or Tenement, *&c.* together also with all and singular the rooms, sellers, sollors, halls, parlours, chambers, houses, housings, vaults, pavements, courts, yards, easments, and other hereditaments, emoluments and appurtenances whatsoever, unto the said messuage or tenement and premises, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them and every of them, and also

the

they the ſaid I. T. and El. his wife, for the conſideration aforeſaid, have granted, bargained and ſold, and by, &c. unto the ſaid R. H. his heirs and aſſigns, all and ſingular letters-pattents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, Indentures, counterpanes, writings, evidences, eſcripts and minuments whatſoever concerning only the premiſes hereby mentioned, to be bargained and ſold, or only any part thereof, and which now are in the hands, cuſtody or poſſeſſion of the ſaid I. T. or of any other perſon or perſons, by his delivery or appointment, or to his uſe, or to the uſe of the ſaid El. his wife, and which he may have, obtain or come by, without ſuit in the law, and alſo true copies of all ſuch other Letters-pattents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, Indentures, counterpanes, writings, evidences, eſcripts and minuments whatſoever, amongſt other things concerning the premiſes, or any part thereof, and which now are in the hands, cuſtody or poſſeſſion of the ſaid I. T. or any other perſon or perſons, by his delivery or appointment, or to his uſe, or which he may have, obtain or come by without ſuit in the law; all and ſingular which ſaid letters-pattents, exemplifications, chirographies, charters, deeds, indentures, counterpanes, writings, evidences, eſcripts, and minuments, ſo hereby bargained and ſold by the ſaid I. T. he the ſaid I. T. doth hereby grant and agree to deliver, or cauſe to be delivered to the ſaid R. H. his heirs or aſſigns, on this ſide the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, now next coming, ſafe, uncancelled and undefaced, as now the ſame are, together with the ſaid copies, the writings of the ſaid copies to be paid for by the ſaid R. H. at the receipt of the ſaid copies, to have and to hold the ſaid meſſuage or tenement and backſide, and all

and

and singular other the premises hereby mentioned, to be bargained and sold, and every of them, with their and every of their appurtenances, & the reversion & remainder of them and every of them, unto the said R.H. and *El.* his wife, and the heirs and assigns of the said R.H. to the only proper use & behoof of the said R.H. and *El.* his wife, and the heirs & assigns of the said R.H. for ever, without any mortgage, condition, redemption, use or limitation, to recall, alter, change or determine the same, to be holden of the chief Lord or Lords of the fee or fees, whereof the premises have been holden by the rents and services therefore due and of right accustomed. And the said I.T. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that she the said *El.* his wife, is seized of the reversion of the said bargained premises of an estate to her and the heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Leo. Cl.* of, *&c.* Gent. with further remainder or reversion immediately expectant upon the said estate taile, to the right heirs of the said *El.* for ever (without any reversion or remainder of the same, or of any part thereof, in our soveraign Lord the King, or otherwise) of the full absolute reversion, in fee simple expectant, upon the said estate for life of the said *Hellen*: And the said I. T. for himself, his heirs, executors and Administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that they the said R. H. and *El.* his wife, and the heirs and assigns of the said R. *H.* and every of them, shall and may from time to time, and at all times hereafter, for ever, after the decease of the said *Hellen*, peaceably and quietly

have

have, hold, occupy, poſſeſs and enjoy the ſaid meſſuage or Tenement, back-ſide and premiſes, without the let, interruption, trouble, expulſion or eviction of the ſaid I. T. and *El.* his wife, or either of them, or of their or either of their heirs, of their or either of their bodies, begotten or to be begotten, or any other heir or heirs of them, or either of them, or of any heir or heirs of T. L. Gent. deceaſed, & without any lawfull let, trouble, interruption, expulſion or evictiō of any other perſon or perſons whatſoever, now having or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of eſtate, right, title, nitereſt, thing or demand of, in, to, or out of the ſaid bargained premiſes or any of them, by, for, from or under them, or any of them, or by, from or under the ſaid *Hellen*, or by their or any of their means, conſent or procurement (except ſuch perſon and perſons, which may lawfully claim under the leaſes and eſtates herein after excepted) and freed and diſcharged, or otherwiſe within convenient time, after reaſonable requeſt, well and ſufficiently ſaved and kept harmleſs, and indemnified by the ſaid I. T. his heirs, executors and adminiſtrators, or ſome or one of them, of and from all and all manner of former and other bargains, ſales, gifts, grants, alienations, eſtates, leaſes, jointures, dowers, uſes, wills, entayles, rent, charges, rents, ſeck, and arrerages of all manner of rents, ſtatutes merchant, and of the ſtaple recognizances, judgements, executions, fines, poſt-fines, and of and from all other titles, troubles, charges and incumbrances whatſoever heretofore had, made, done, committed, omitted, or wittingly or willingly ſuffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly ſuffered or procu-

[illegible] and H. or either,

or

or any of them, their or either, or any of their heirs, or assigns, or by any other person or persons whatsoever, by their or any either of their means, assent, consent or procurement, one estate therof heretofore made by the said T.S. and *Hellen* his late wife, by fine and other assurances to the use of the said T.L. and *Hellen*, and the heirs of the said T.L. and one lease made by the said *Hellen* and I.T. and *El.* his wife to R. by Indenture bearing date *April* 25 in the twelfth year, &c. and all the arrerages of rents, now accrued or to accrue, by reason of the same, and one other lease made by the said I. T. and *El.* to the said *Hellen* for one hundred years, for the better security of payment of 6*l. per annum*, to the said *Hellen*, and her assigns, during her life only excepted, and fore-prized; and the said I.T. for himself, his executors and administrators, doth covenant and grant, to and with the said R.H. and *El.* his wife, and the heirs and assigns of the said R.H. by these presents that they the said I.T. and *El.* his wife, and either of them, and their and either of their heirs and all and every other person and persons, now having or rightfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, of, in or to the said premises, and every or any of them, by, from or under the said I. T. and *El.* his wife, and T.L. or by, from or under either or any of them, other than the said *Hellen*, and such as may claim under her, for her estate as aforesaid, and other than such which may claim under the said excepted leases or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the law of the said R.H. and *El.* his wife, and the heirs and assigns of the said

R.

R.H. or any of them do, make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all and every ſuch further, lawfull and reaſonable act and acts, thing and things, deviſe and deviſes, aſſurances and conveyances in the law whatſoever, which ſhall be or may be for the more perfect and better aſſurance, ſure making and conveying of all and ſingular the ſaid bargained premiſes, and every part and parcel thereof, with the appurtenances, unto the ſaid R.H. and *El.* his wife, and the heirs and aſſigns of the ſaid R. H. to the only proper uſe and behoof of the ſaid R. H. and *El.* his wife, and of the heirs and aſſigns of the ſaid R. H. for ever according to the true intent and meaning of theſe preſents, be it by fine, feoffment, recovery, with ſingle, double or more voucher or vouchers, over deed or deeds, inrolled or not inroled, the enrolment of theſe preſents, releaſe or confirmatiō with warranty or without warranty, or by all, every, any, or as many of the ſaid waies or means, as by the ſaid R.H. & EL. his wife, his heirs or aſſigns, or his or their, or any of their councel learned in the law, ſhall be reaſonably deviſed, adviſed and required, ſo as for the making, doing, knowledging, executing, ſuffering or performing ſuch further acts, things, deviſes, aſſurances and conveyances, or any of them, the perſon or perſons that are to make ſuch further aſſurance by force of this covenant, or any of them, be not compelled to travell above the ſpace of twenty miles, nor by ſuch acts, things, deviſes, aſſurances or conveyances, or any of them be compelled or compellable, to warrant, acquit or defend the premiſes, or any of them, more largely, and more generally, then only againſt acts, charges, titles, troubles, and incumbrances, had, made or done, or wittingly or willingly ſuffered by them, or by any of their means,

aſſent;

ſent, conſent, privity or procurement, but not in any ways to warrant againſt the ſaid leaſes and eſtates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the ſaid parties to theſe preſents, that all and every fines, feoffments, recoveries, acts, things, aſſurances and conveyances in the law whatſoever, hereafter to be had, made, levied, ſuffered, executed or performed, of the ſaid premiſes or any part thereof, and whereunto the ſaid I. T. and E. his wife, or either of them, or their or either of their heirs ſhall in any wiſe be party or parties vouchee or vouchees, ſhall be and enure, and ſhall be deemed conſtrued, reputed, adjudged, and taken to be and enure, to the only proper uſe and behoof of the ſaid R. H. and E. his wife, and of his heirs and aſſigns for ever, and to none other uſe or uſes, intents or purpoſes whatſoever. And this Indenture farther witneſſeth, that the ſaid I. T. for the conſideration aforeſaid, hath granted, bargained, ſold and confirmed and by, &c. unto the ſaid R. H. his executors, adminiſtrators and aſſigns, all ſuch goods, implements, houſhold-ſtuff, utenſils, and things which are mentioned in a Schedule indented, hereunto annexed, and doth hereby alſo Covenant and grant to and with the ſaid R. H. his executors, adminiſtrators and aſſigns, that he hath full power and ſufficient and good right and property to grant the ſame accordingly, & the ſaid I. T. for himſelf, &c. doth covenant to and with the ſaid R. H. his heirs and aſſigns, that he, his heires and aſſignes, ſhall and will at all times hereafter, upon the requeſt and at the charges of the ſaid R. H. his heirs and aſſigns, ſhew or cauſe to be ſhewn forth in any Court of Law or Equity, or other place neceſſary, all evidences which he or they ſhall have in their hand, or may lawfully come by,

without ſuit of Law, concerning the ſaid bargained premiſes, or any part thereof, for maintenance of his eſtate hereby mentioned, to be aſſured unto him and his Heirs, and ſhall and will permit & ſuffer the ſame to remain in ſuch Court or place, ſo long as ſhall be neceſſary in ſuch behalf. In witneſs whereof, &c.

Robert Farr (*being ſeized of a tenement in fee with remainders wherein* Eliz. Farr *hath an eſtate for her life*) *having levyed a fine, now ſuffereth a recovery, and ſetleth and aſſureth the ſame to* Robert Black *and his heirs in fee-ſimple by the ſubſequent deed.*

THis Indenture *quadripartite*, &c. between *Robert Farr*, ſonne and heir of, &c. G. G. and E. *Ar.* of &c. of the firſt part, *Robert Black* of, &c. of the ſecond part, W. H. and T. H. of, &c. of the third part, and I. P. and H. *Bl.* of the fourth part, witneſſeth, that for and in conſideration of the ſumm of 200 l. of &c. to the ſaid R. F. before the enſealing and delivery hereof, well and truly ſatisfied and paid by the ſaid R. *Bl.* whereof the ſaid R. F. doth by theſe preſents acknowledge the receipt, and whereof, &c. He the ſaid R. F. and the ſaid G. G. and E. *Ar.* at his requeſt and nomination have, and every of them hath, (by and with the conſent and direction of the ſaid R. B.) granted, bargained, ſold, aliened and confirmed, and by, &c. unto the ſaid W. F. and T. Y. all that great meſſuage, &c. together with all houſes, buildings, &c. and the rents, ſervices, reverſions, and remainders thereof, and alſo all the eſtate, right, title, intereſt, challenge, claim and demand whatſoever, of them the ſaid R. E. G. G. and E. *Ar.* and every or any of them, of, in and to the ſaid granted tenement, &c. and alſo all deeds, evidences, charters, writings, eſcripts and minuments whatſoever, which do touch

or

or concerne the ſaid granted premiſes, or any part thereof, To have and to hold the ſaid meſſuage or tenement, garden and premiſes before, hereby granted or conveyed, or mentioned, or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances unto the ſaid W. F. and T. Y. their heirs and aſſigns, to the only uſes, intents and purpoſes hereafter in theſe preſents limited, expreſs'd and declar'd, that is to ſay, to the uſe of them the ſaid W. F. and T. Y. and of their heirs, untill a good and perfect common recovery ſhall be in due form of law, at the coſts and charges of the ſaid R. B. or his heirs, had and executed, of and for the ſaid, hereby granted or intended to be granted, meſſuage, tenement and premiſes againſt them the ſaid W. F. and T. Y. before the Juſtices of the Court of Common Pleas at *weſtminſter*, according to the uſual courſe of common recoveries in the ſame Court uſed for aſſurance of lands & tenements; in which recovery the ſaid I. P. and H. B. ſhall be demandants and recoverers, and the ſaid R. F. ſhall be vouched to warrant, ſo as ſuch recovery ſo to be had, be had and executed before the end of the term of St. *Hillary* next enſuing the date hereof, and from and after the full execution of the ſaid recovery (in caſe the ſame ſhall be had and executed before the end of the ſame term of St. *Hillary*, the ſaid Recoverers intended ſhall ſtand ſeized, or in caſe the ſaid recovery intended to be had ſhall not be had and executed by the time aforeſaid) then from and after the end of the ſame term of St. *Hillary* to the uſe of the ſaid R. B. and of his heirs and aſſigns for evermore, and to and for none other uſe, intent or purpoſe, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſes by the rents & ſervices thereof due, and of right accuſtomed, and the ſaid R. F. for himſelf, his heirs, execu-

tors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. B. his heirs and assigns by these presents, that for & notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said E. F. his father deceased, or either of them (except as herein after is excepted) the said R. F. G. G. and E. A, or some of them are, or one of them is, at the ensealing and delivery hereof, the true and lawfull owners or owner of the said granted, or intended to be granted premises, and every part and parcel thereof, & of and in the same, & every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient, and absolute estate of inheritance in fee-simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs for good assurance right or title in the law in fesezable, without any reverfion, remainder, or further intereſt in the Common wealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the ensealing and delivery hereof, full power, good right, and lawfull authority, to grant, convey, and assure the said granted or intended to be granted premises, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning hereof: and further also, that the said granted messuage, tenement and premises, and every part thereof, with their appurtenances now be and are, and so from time to time, and at all times hereafter shall or may be, remain & continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, (freed) & discharged of & from all & all manner of former and other

ther bargains, ſales, gifts, grants, leaſes, morgages, joyntures, dowers, wills, covenants, intails, ſtatutes merchant & of the ſtaple recognizances, judgements, executions, extents, rents, charge-rents, ſeck, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatſoever, at any time heretofore had, made, done, committed, omitted or ſuffered to be done, or at any time hereafter to be had, made, done, committed, omitted or ſuffered to be done by him the ſaid R. F. and the ſaid E. F. his father, or either of them, except an eſtate aſſured to and upon E. H. widdow, late wife of the ſaid E. F. by him the ſaid E. for the term of the life of the ſaid E. of the premiſes hereby conveyed, or intended to be conveyed, which is intended to be ſurrendered for the better execution of the ſaid intended recovery, and alſo except a bargain and ſale lately made by the ſaid R. F. G. G. and E. A. to the ſaid W. F. and T. Y. of the ſame premiſes, to hold from *December* 20. laſt paſt, for the term of one whole year, which bargain and ſale was intended, and made for the better execution of theſe preſents, and the ſaid R. B. for himſelf, his heirs, executors and adminiſtrators doth further covenant, promiſe and grant to and with the ſaid R. B. his heirs and aſſigns by theſe preſents, that he the ſaid R. B. his Heires and aſſignes ſhall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of theſe preſents, peaceably and quietly enter into, have, hold and enjoy the ſaid granted meſſuage, tenement, garden and premiſſes, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, diſturbance, eviction, ejection, moleſtation, hinderance or denial, of or by the ſaid R. F. or of or by any other perſon or perſons whatſoever, having or claiming, or

pretending to have any lawful eſtate, right, title or intereſt in or to the premiſes or any part thereof, from, by or under him, or his ſaid father deceaſed, (except the ſaid *El.* F. and ſuch as ſhall or may claim, for by, from or under, and only for, by, from or under the eſtate for life of the ſaid *El.* F. and the bargain and ſail before herein exepted) and further alſo, that he the ſaid R. F. and his heirs, and all and every other perſon and perſons, having or claiming to have or that ſhall or may have, or claim to have any right title eſtate or intereſt, of, in or to the premiſes, from by or under him or his ſaid father (except before excepted) ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon the reaſonable requeſt, and at the coſts and charges of the ſaid R. B. his heirs or aſſigns, make, do, ſuffer, acknowledge and execute, or cauſe to ſuffer to be done and executed, all ſuch further and other lawfull and reaſonable acts, things and aſſurances, for the further, better and more perfect granting, aſſuring and conveying of the ſaid meſſuage, tenement, garden and premiſes, before hereby granted or mentioned, meant or intended to be hereby granted, with th'appurtenances, to the uſe of the ſaid R. B. his heirs or aſſigns for ever, according to the true meaning of theſe preſents, as by him the ſaid R. B. his heirs or aſſigns, or by his or their Councel learned in the Law, ſhall be in that behalf reaſonably deviſed, or adviſed and required, ſo as for the making of ſuch further aſſurance, neither the ſaid R. F. nor any other perſon, by whom ſuch aſſurance is to be made, ſhalbe compelled or compellable to travel for the doing thereof, further than the City of *London*, or *weſtminſter*, and ſo as ſuch further aſſurance containe not, nor imply any further or more general warranty or acquittall, then is before herein comprized

prized. And it is concluded and agreed by and between the ſaid parties to theſe preſents, that all and every fine and fines, recovery and recoveries, and other aſſurances whatſoever, at any time heretofore had, made, ſuffered or executed of the premiſes, or at any time hereafter be had or executed of the premiſes or any part thereof, either alone by it ſelf, or together with any other lands, tenements, or hereditaments, and whereunto the ſaid R. F. hath been, or he or his heirs ſhall be in any ſort conuſor or conuſors, vouchee or voucheers, party or parties, ſhall be and enure, and ſhall be deemed, adjudged and taken to be and enure, as touching the ſaid granted premiſes, to and for the only uſe of the ſaid R. B. and of his heirs and aſſigns for ever, and to or for none other uſe, intent or purpoſe whatſoever; provided always, and it is the true intent and meaning of theſe preſents, and of all the parties hereunto, that neither theſe preſents nor any thing therein conteined ſhall extend or be conſtrued to extend to charge the ſaid *G. G.* & *E. Av.* or either of them, their or either of their heirs, with or for any warranty or acquittal of the ſaid premiſes or any part thereof, other then againſt him and themſelves reſpectively, and his and their reſpective heirs. In witneſs &c.

Note.

A demiſe, bargain and ſale was made by R. H. G. G. and E. A. to W F. and T. Y. *Habend.* to them for one year, from *Decemb.* 25. laſt, that the eſtate of free-hold might reſt in them without livery.

Note.

A Surrender is made by El. to R. F. of her eſtate for life, for otherwiſe W. F. and T. Y. could not have been made perfect tenants of the free-hold.

John Vaugh. (*seized of a tenement* jure uxoris *for her life, the remainder in fee-tail belonging to* Th. Mo.) *together with his wife, and the tenant in tail, conclude to convey the same to* T. S. *and his heirs, the assurance is by fine and recovery, intended to be executed, the use whereof being to* T. S. *and his heirs is directed by the following deed; wherein are comprised necessary Covenants.*

THis Indenture *Quadripartite*, made, &c. between I. V. of, *&c.* and *Mary* his wife, late the wife of E. M. late of *&c.* deceased of the first part, Tho. M. of *&c.* son and heir of the said E. M. on the body of the said *Mary* begotten, of the second part, Th. S. of *&c.* of the third part, and W. F. of *&c.* of the fourth part. Whereas the said J. V. and M. his wife, stand seized in the right of the said M. of an estate of free-hold, for term of the life of the said M. the remainder thereof in fee-tail to the said T. M. party to these presents belonging with divers remainders over, of and in all that one great or capital Messuage, *&c.* and also of and in all houses, edifices, *&c.* witnesseth, now this present Indenture, that for and in consideration of the summe of 600 l. of, *&c.* to the said, *&c.* well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, setled and assured to and upon the said T. S. of and in all and singular the said great capital Messuage or tenement and mansion-house, now used as two houses as aforesaid, and all other the premises, before mentioned, with their and every of their rights, members and appur-

purtenances, and that to that end, intent and purpose, the said *John V.* and *Mary* his wife, and *Tho. M.* party to these presents, shall and will before the end of *Michaelmas* term, now next ensuing the date hereof acknowledge & levy to the said W. F. and his heirs, one fine *sur connuzance de droit come ceo*, &c. to be sued out with Proclamations according to the form of the Statute in that case made and provided of all and singular the said capital messuage or mansion-house, and other the premises, with th'appurtenances, by the name of two messuages with th'appurtenances in the Parish of, &c. or by some other apt name or names, as by councel shal be thought meet, to the intent to make the said W. F. perfect tenant of the free hold of the premises, that so one writ of entry *sur disseisin en le post* issuing out of the High Court of Chancery, and to be returnable before the Justices of the Court of Common Pleas at *westminster* may be obtained and sued out, whereby the said T. S. shall demand against the said W. E. all the said capital messuage or mansion house and premises, by some apt name or names, as by counsel shall be advised, to which writ the said W. F. shall appear in person, or by Atturney thereunto lawfully authorized, and after count or declaration against him by the said T. S. he the said W. F. shall make defence by words of course and vouch to warranty, the said T. M. party to these presents, who shall likewise appear in person, or by his Atturney in that behalf, lawfully and sufficiently authorized, and after count or declaration against him by the said T. S. shall make defence by words of course, and vouch to warranty the common vouchee who shall appear in person at the Bar of the said Court of Common-Pleas, and after declaration against him, shall make defence and enter into the warranty, and afterwards

make

make default, whereupon ſeveral judgements ſhall or may be had, that ſo a good and perfect common recovery with double voucher, according to the courſe of common recoveries in the ſaid Court of Common Pleas uſed may be had and executed of the premiſes: And this Indenture further witneſſeth, and it is the true intent and meaning of theſe preſents, and of all the parties to the ſame, that the ſaid recovery ſo, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the ſaid capital meſſuages and premiſes to be had or executed as aforeſaid, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and taken to be and enure, to and for the onely proper uſe and behoof of the ſaid T. S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever. And the ſaid *John V.* for himſelf his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that (ſaving and excepting the terms and eſtates herein after excepted) He the the ſaid I. V. and *Mary* his wife, at the time of th'enſealing and delivery hereof are, and ſo untill the fine aforeſaid, by them to be levied as aforeſaid, ſhall be fully executed as aforeſaid ſhall be ſeized in the right of the ſaid *Mary* of a good eſtate of free-hold for the life of the ſaid *Mary*, of and in the capital meſſuage, manſion-houſe and premiſſes before mentioned, to be ſetled and aſſured to or upon the ſaid T.S. or his heirs aforeſaid, and that the ſaid I. V. and *Mary* his wife now have, and until as aforeſaid, ſhall have full power, good right, and lawfull authority to convey and aſſure the premiſes to the ſaid T. S. and his heirs, for the life of the ſaid *Mary* according to the true intent and meaning of theſe preſents, and alſo that the ſaid capital meſſuage

or

or manſion-houſe and premiſes before mentioned or intended to be hereby ſettled or aſſured as aforeſaid, and every part and parcel thereof with the appurtenances now be and are, and ſo from time to time, and at all times for ever, ſhall or may be, remain and continue unto the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and according to the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid I. V. his executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſs of and from all former and other grants, leaſes, morgages, eſtates, acts, titles, charges, troubles and incumbrances whatſoever, had, made or done, or to be had, made, done or committed by him the ſaid *John V.* and *Mary* his wife or either of them, except and foreprized one leaſe of indenture bearing date, &c. made and granted by the ſaid *John V.* and *Mary* his wife, and T. M. party to theſe preſents, of certain parts of the ſaid capital meſſuage then, &c. for the term of 31. years, from the Feaſt of the birth of our Lord God, then laſt paſt, upon which is reſerved the yearly rent of 30. l. and 10. ſh. and alſo except and foreprized ſuch term and intereſt as *Tho. A.* hath in the other parts of the ſaid capital meſſuage, by vertue of a leaſe heretofore made to *Simon L.* Mercer deceaſed, for certain years yet to come, under the yearly rent of 44. l. and 10. ſh. which ſaid ſeveral yearly rents from henceforth, for and during the reſt and reſidue to come, of the reſpective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the ſaid parties to theſe preſents and every of them, and declared to be their true intent and meaning, ſhall continue, and be due and payable, and ought to be paid to the ſaid T. S. his heirs or aſſigns; and the ſaid I. V. for himſelf,

his

his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the capital Messuage, mansion-house, and premises before mentioned, or intended to be hereby setled or assured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance of, or by them the said I. V. and *Mary* his wife, or either of them, or of or by any other person or persons, lawfully claiming or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the terms or interest in or by the same Leases granted only, and also that he the said I. V. and *Mary* his wife, and either of them, shall and will from time to time, upon the reasonably request, and at the costs and charges in the Law of the said T. S. his heirs and assigns, make do, suffer execute and acknowledg all and every such further and other lawfull and reasonable acts, things, and assurances in the Law, containing or implying no further or more general warranty or acquittall, than onely against them the said I. V. and M. his wife, and either of them, for the better assuring and sure-making of the said Premisses to the said T. S. his heirs and assigns, as by him or them, or by his or their Councel learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof; neither the said I. V. or *Mary* be compelled to travell above ten miles from the

the place of his or her reſpective dwelling or abode, at the time of ſuch requeſt to be made. And the ſaid T.M. party to theſe preſents, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant and grant, to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that ſaving and excepting the terms and intereſt herein before excepted, he the ſaid T.M. at the time of the enſealing and delivery hereof, is ſeized of a good, perfect and abſolute eſtate of inheritance in fee-ſimple, of and in the ſaid capital meſſuage, manſion-houſe and premiſes before mentioned, or in ended to be ſetled or aſſured, and untill, &c. ſhall be ſetled and aſſured to and on the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents, ſhall be ſeized of all and ſingular the ſame capital meſſuage, manſion-houſe and premiſes, with th'appurtenances of a good lawfull and ſufficient eſtate of inheritance, in fee-tail expectant, upon the death of the ſaid *Mary Vaughan*, and at the time of th'enſealing and delivery hereof, hath, and until as aforeſaid ſhall have full power, good right and lawfull authority, to convey ſettle and aſſure the premiſes to and upon the ſaid T. S. his heirs and aſſignes for ever, in form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that all and ſingular the ſaid capital meſſuage or manſion houſe, and other the premiſes before herein mentioned or intended to be conveyed, ſetled or aſſured as aforeſaid, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue unto the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents clearly

ac-

acquited, exonerated and discharged, or otherwise by him the said T. M. Party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joyntures, dowers, wills, covenants, intails, statute-merchant, and of the staple, recognizances, judgements, executions, extents, debts to the Common-wealth, debts of record, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his father, and T. M. his grand-father, or any of them, or by any other person or persons whatsoever, the said leases herein before mentioned to be excepted, and either of them and the said estate, for life of the said M. V. and the fee-farm-rent of 16. sh. issuing, or yearly due and payable out of or for the said premises, to the Major and Commonalty of the said City of B. onely excepted and fore-prized; and the said T. M. for himselfe, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, and his & their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possesse and enjoy all and singular the said capital messuage, mansion-house, and premises before mentioned, or intended to be conveyed, setled or assured, and every part and parcel thereof with th'appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, di-

stur-

ſturbance or incumbrance of or by him the ſaid T.M. or his heirs, or of or by any other perſon or perſons whatſoever, claiming or to claim, or having or pretending to have any lawfull eſtate, right, title, intereſt or thing, of, in, to or out of the premiſes, or any part thereof (except ſuch as ſhall or may claim for, by or under the leaſes, eſtates, and rents before herein excepted, or any of them.) And further, that he the ſaid T. M. and his heirs, and all and every other perſon and perſons, that ſhall or may claim, from, by, or under him, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid T. S. his heirs or aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed and acknowledged, all and every ſuch further, and other reaſonable and lawfull acts, things and aſſurances in the Law whatſoever, for the further and better aſſuring, ſure-making, ſetling and conveying to the ſaid T. S. his heirs and aſſigns, of all and ſingular the ſaid capital meſſuage or manſion-houſe and premiſes before hereby mentioned, or intended to be hereby ſetled, comveyed or aſſured, and every part and parcel thereof, by ſuch ways & means in the law, as by him the ſaid T. S. his heirs or aſſigns, or by his or their Councel learned in the law, ſhall be in that behalf reaſonably deviſed, adviſed and required, ſo as for the doing thereof the ſaid T.M. & ſuch others as are or ought to make ſuch further aſſurance by force of theſe Covenants, be not compelled or compellable to travel aboue fifty miles from the place of his or their reſpective dwelling or abode at the time of ſuch requeſt to be made: & it is declared to be the true intent and meaning of theſe preſents, and of all the parties to the ſame, that all fines, feoffments, recoveries, conveyances & aſſurances at any time heraſter

to

to be had, levied, ſuffered, executed or acknowledged, by or between the ſaid parties herunto, or any of them or any other perſon or perſons whatſoever of the ſaid capital meſſuage or manſion houſe & premiſes before mentioned, or any part thereof, either alone by it ſelf or together with any other lands, tenements or hereditaments ſhall be an enure, and ſhall be deemed, adjudged, conſtrued and expounded, to be and enure, to and for the onſy uſe and behoof the ſaid T. S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe: and the ſaid J. V. and *Mary* his wife, and T. M. party to theſe preſents, for the conſiderations aforeſaid, have granted, bargained and ſold, and by theſe preſents do grant, bargain and ſell to the ſaid T. S. and his heirs, all and every the deeds, charters, evidences, writings, counterparts of leaſes, eſcripts and minuments, which doe touch or concern the ſaid meſſuage and tenement, or any part or parts thereof, all which or as many of them as now are, or be in the hands or poſſeſſion of the ſaid I. V. and M. his wife, or either of them, or of any other perſon or perſons, to his, her, or their own uſe, or by his or her delivery, or in the hands or poſſeſſion of the ſaid T. M party to theſe preſents, or of any other perſon or perſons, to his, or by his delivery, the ſaid I. V. for himſelf his executors and adminiſtrators reſpectively, and the ſaid T. M. for him, his heirs, executors and adminiſtrators, do ſeverally and reſpectively covenant and agree, to deliver or cauſe to be delivered, uncancelled and undefaced, or in as good condition and plight as now the ſame are unto the ſaid T. S. his heirs or aſſigns before the Feaſt-day of the birth of our Lord God, next enſuing the date hereof. In witneſſe whereof all the ſaid parties to every part of this Indenture *Quadripartite* have put their hands and ſeals, &c.

William

William King (*being seized of lands and, &c. in fee-tail with remainders*) *dieth, having issue three daughters, who as co-heirs enter. Now* S. N. *and* Hest. *his wife one of the co-heirs* (*for the better conveying of* Hesters *third part to* I. F. *and his heirs*) *suffer a recovery, and by this deed, together with the tenants of of the free-hold, and the Recoverers direct the use of the same recovery.*

THis Indenture *Tripartite*, &c. between *Sam. N. &c.* and *Hester* his wife, (one of the daughters and co-heirs of W. K. late of, *&c.* deceased) of the first part, I. F. the younger of, *&c.* of the second part, and T. Y. of, *&c.* and N. L. and B. T. of the third part, witnesseth, that whereas the said S. N. and *Hester* his wife, in the right of the said *Hester* were at the beginning of the term of St. *Michael*, now last past, and before seized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, *&c.* containing by estimation one yard land, with th'appurtenances, set, lying and being in *Dundry* aforesaid, in the said County of *Somme/set*, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, backsides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, under-woods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises, or any of them, or to any part and parcel of them belonging, or in any wise appertaining; and whereas the said S. N. and H. his wife, being so seized as aforesaid, since the beginning of the said last term of Saint *Michael* did, for and in consideration of the summe of 200 l. of *&c.* to them by the said I. F. before th'ensealing and deli-

to be had, levied, ſuffered, executed or acknowledged, by or between the ſaid parties herunto, or any of them or any other perſon or perſons whatſoever of the ſaid capital meſſuage or manſion houſe & premiſes before mentioned, or any part thereof, either alone by it ſelf or together with any other lands, tenements or hereditaments ſhall be an enure, and ſhall be deemed, adjudged, conſtrued and expounded, to be and enure, to and for the onſy uſe and behoof the ſaid T. S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe: and the ſaid J. V. and *Mary* his wife, and T. M. party to theſe preſents, for the conſiderations aforeſaid, have granted, bargained and ſold, and by theſe preſents do grant, bargain and ſell to the ſaid T. S. and his heirs, all and every the deeds, charters, evidences, writings, counterparts of leaſes, eſcripts and minuments, which doe touch or concern the ſaid meſſuage and tenement, or any part or parts thereof, all which or as many of them as now are, or be in the hands or poſſeſſion of the ſaid I. V. and M. his wife, or either of them, or of any other perſon or perſons, to his, her, or their own uſe, or by his or her delivery, or in the hands or poſſeſſion of the ſaid T. M party to theſe preſents, or of any other perſon or perſons, to his, or by his delivery, the ſaid I. V. for himſelf his executors and adminiſtrators reſpectively, and the ſaid T. M. for him, his heirs, executors and adminiſtrators, do ſeverally and reſpectively covenant and agree, to deliver or cauſe to be delivered, uncancelled and undefaced, or in as good condition and plight as now the ſame are unto the ſaid T. S. his heirs or aſſigns before the Feaſt-day of the birth of our Lord God, next enſuing the date hereof. In witneſſe whereof all the ſaid parties to every part of this Indenture *Quadripartite* have put their hands and ſeals, &c.

William

William King (*being seized of lands and, &c. in fee-tail with remainders*) *dieth, having issue three daughters, who as co-heirs enter. Now* S. N. *and* Hest. *his wife one of the co-heirs* (*for the better conveying of* Hesters *third part to* I. F. *and his heirs*) *suffer a recovery, and by this deed, together with the tenants of of the free-bold, and the Recoverers direct the use of the same recovery.*

THis Indenture *Tripartite*, &c. between *Sam. N. &c.* and *Hester* his wife, (one of the daughters and co-heirs of W. K. late of, *&c.* deceased) of the first part, I. F. the younger of, *&c.* of the second part, and T. Y. of, *&c.* and N. L. and B. T. of the third part, witnesseth, that whereas the said S. N. and *Hester* his wife, in the right of the said *Hester* were at the beginning of the term of St. *Michael*, now last past, and before seized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, *&c.* containing by estimation one yard land, with th'appurtenances, set, lying and being in *Dundry* aforesaid, in the said County of *Somerset*, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, backsides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, under-woods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises, or any of them, or to any part and parcel of them belonging, or in any wise appertaining; and whereas the said S. N. and H. his wife, being so seized as aforesaid, since the beginning of the said last term of Saint *Michael* did, for and in consideration of the summe of 200 l. of *&c.* to them by the said I. F. before th'ensealing and deli-

very hereof, well and truly paid and satisfied, whereof they do hereby acknowledge the receipt, and thereof and of every part and parcel thereof, do clearly acquit and discharge the said I. F. his heirs, executors and administrators by these presents, conclude and agree, to and with the said I. F. to convey and assure to the said I. F. his heirs and assigns for ever, to the only and proper use and behoof of him the said I. F. his heirs and assigns for evermore, the one full third part of all and singular the tenement, cottages, lands, and premises, before in these presents mentioned or expressed, and of all and singular other the messuages, lands, tenements & hereditaments whatsoever within the Parish of *Dundry* and *Chew* aforesaid, or either of them, whereof the said *William King* the younger, (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance by such wayes, means and assurance in the Law, as by the counsel of the said I. H. should be advised and thought meet, and whereas it was advised and thought meet by the Counsel of the said I. F. and concluded and agreed by and between the said parties to these presents, that a common recovery with double voucher should be suffered and executed of the said third part, by the said S. M. and H. his wife, of the messuages, tenement, cottage, land and premises, before in these presents, mentioned or expressed, for the cuting off the said intail, and barring all remainders, and for the assuring and setling of the inheritance of the same third part, to and on the said I. F. his heirs and assigns for ever, in pursuance of which said advice, conclusion and agreement, they the said S. N. and *Hester* his wife, by their Deed indented, bearing date the first day of this instant moneth of *November*, and inrolled in the High Court of Chancery the nineteenth day of the same moneth, (made between them

them the said S. N. and *Hester* of the one part, and the said T. Y. of the other part) have granted, bargained and sold to the said T. Y. and his heirs, one full third part (the whole in three equal parts to be divided) of all and singular the tenement, cottage, lands and premises before in these presents mention'd or expressed, and of all and singular other the lands, tenements and hereditaments whatsoever, within the parishes of *Dundry* and *Chew* aforesaid, or either of them, whereof the said *W. King* the younger (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance, and the rents, reversions and services thereof, to be had and holden to the said T. Y. perfect tenant of the free-hold of the premises, that a good, perfect and common recovery, with double voucher, might thereof be had and executed in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same term of Saint *Michael* according to the conclusion and agreement aforesaid, the said N. L. and B. T. did pursue out of the said Court of Chancery one writ of entry *Sur disseisin en le post*, returnable before the Justices of the Court of Common Pleas at *Westminster*, whereby the said N. L. and *Ben. T.* demanded against the said T. Y. the said part of the messuage, tenement, cottage, lands and things herein before mentioned or expressed, and by the said conclusion & agreement, meant or agreed to be assured or conveyed to the said I. F. and his heirs as aforesaid, by the names of the third part of two messuages of thirty acres of land, of ten acres of meadow, of thirty acres of pasture, of three acres of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chew* in the County of *Somerset*, to which writ the said T. Y. appeared in person, and after Declaration against him by the said N. L. and

&c.

B. T. he the said T. Y. appeared in person at the Bar of the said Court, & vouched to warranty the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgments were had according to the course of common recoveries used in the said Court of Common-pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent & meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, & ever since hath been & yet is that the said recovery, & the whole execution thereof should, and for ever hereafter shall be and enure, and the said recoverers and their heirs shall for ever hereafter stand and be seized of and in the said third part of the said tenement, cottage, lands and premises before mentioned, with the appurtenances, to and for the only proper use and behoof of him the said I. F. and of his heirs and assigns for ever and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of Councel, and the conclusion and agreement aforesaid) the said S. N. and H. his wife, for them and their heirs, and every of them do, and either of them doth by these presents remise, release and quit-claim all Errours, writs and writs of Errour, cause and causes of Errour, mis-prisions and mis-entries and demands, which they the said S. and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reason of any errours, mispriſion, mis-entry, erroneous obtaining or prosecution of the said writ of entry and judgements aforesaid, or any of them, or o-

ther

ther matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof: And the said S. N. for himself, his heirs, executors and administrators, and for every of them doth covenant, promise and grant, to and with the said I. F. his heirs and assigns, and to and with every of them by these presents, that he the said S. N. and H. his wife, at the time of the'nsealing and delivery of the said recited deed, made to the said T. Y. and before mentioned to be inrolled as aforesaid, were lawfully and rightfully seized, in the right of the said H. of and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premises before herein mentioned in fee-simple or fee-tail, and at the time of the ensealing of the said deed as aforesaid, had full power, good right, and lawfull authority, to grant, convey, settle, and assure the said third part in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premises before herein mentioned, or intended to be conveyed, setled or assured to the said I. F. as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said I. F. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S. N. and *Hester*, their executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, jointures, dowers, wills, covenants, entails, statutes merchant, & of the staple, recognizances, judgements, executions,

extents, debts to the Commonwealth, ſequeſtrations, debts of Record, fines, iſſues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatſoever, at any time heretofore had, made, done, committed or ſuffered to be done, or at any time hereafter to be had, made, done, committed or ſuffered to be done by the ſaid S. N. and *Heſter*, *William King* the younger, and *William King* the elder, father and grand-father of the ſaid H. K. or any of them, or by any other perſon or perſons whatſoever claiming or to claim, from, by, or under them, or any of them, and the ſaid S. N. for himſelf, his heirs, executors and adminiſtrators, and every of them doth further covenant promiſe and grant, to and with the ſaid I. F. his heirs and aſſignes, and every of them by theſe preſents, that he the ſaid I. F. his heirs and aſſigns, and his and their farmers and tenants, ſhall, or lawfully may from time to time and at all times hereafter, for ever peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy one whole third part of all and ſingular the tenements, lands and premiſes before mentioned, and take, receive and enjoy the rents, iſſues and profits thereof to his and their own uſe, without any let, interruption, challenge, claim, diſturbance or incumbrance, of or by them the ſaid S. N. and *Heſter*, or either of them, their or either of their heirs, &c. or of or by any other perſon or perſons whatſoever, lawfully claiming, or having or pretending to have any lawfull eſtate, right, title, intereſt, or thing, of in, to or out of the ſaid granted third part, from, by, or under the ſaid *Heſter*, and her ſaid Father and Grand-father, or any of them. And further

For better aſſurance. that he the ſaid S. N. and *Heſter* his wife, and the heirs of the ſaid *Heſter* ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, & at the

coſts

costs and charges in the law of the said I. F. his heirs and assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawful acts, thing & assurances in the law whatsoever, for the further and better setling, assuring sure-making and conveying to the said I. F. his heirs and assigns, for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned or intended to be conveyed, and assured of and in the tenements, lands and premises aforesaid, by such wayes, and means in the Law, as by him the said I. F. his heirs or assigns, or by his or their Counsel learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S.N. or *Hester*, shall not be compelled to travel above twenty miles from the place of his, her or their dwelling or abode at the time of such request to be made, nor to enter into any further or more general warranty, or acquittal then is herein comprized, and the said S.N. and H. his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said I. F. his heirs and assigns, all deeds, charters, writings and evidences which do touch or concern the premises aforesaid, or any part thereof, and all the right, title, and demand of them the said S. and H. of, in and to all and every or any the same deeds, evidences and writings. In witnesse whereof all the said parties have to each part of this Indenture *tripartite*, &c.

W. B. *being poſſeſſed of lands, &c. for a term of years, (the inheritance of which lands in fee-ſimple, were conveyed to* R. R. *and* W. B. *in truſt to be diſpoſed of, as* W. B. *and his wife ſhall appoint) contracts with* W. *for ſale, the aſſurance adviſed thus, That for keeping on foot the term, and preventing incumbrances, the term ſhould be granted to* W. D. *himſelf, and the inheritance to* W. D. *his ſonne, the inheritance is conveyed to the ſon, as followeth.*

THis Indenture, &c. between W. B. of, &c. R. R. and W. K. of, &c. of the one part, and W. D. and W. D. of, &c. witneſſeth, that for and in conſideration of the ſumme of, &c. to the ſaid W. B. by the ſaid W. D. the elder before the enſealing hereof paid, as well for certain terms and intereſts by the ſaid W. B. to him the ſaid W. D. already made and granted of the parcels of land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the ſaid R. R. and W. K. at the requeſt of the ſaid W. B. and by the appointment, and with the atturnment of the ſaid W. D. th'elder, have, and either of them hath granted, bargained, ſold, aliened and confirmed, and by, &c. to the ſaid W. D. the ſonne and his heirs, all that meſſuage, tenement, &c. and all rents, reverſions, remainders and ſervices of the ſaid premiſes, and all their and either of their right, title, intereſt, challenge, claim and demand whatſoever, of, in, and to the ſame premiſes, to have, hold, and enjoy the ſaid, &c. unto the ſaid W. D. the ſonne, his heirs and aſſigns for ever, to his and their own uſe for evermore, to be holden of the chief Lord or Lords of the fee or fees of the premiſes, by the rent and

and ſervices therfore due, and of right accuſtomed: and it is concluded and agreed by and between the ſaid parties that neither theſe preſents, nor any thing therein contained, ſhall extend or be conſtrued to extend, to binde or charge the ſaid R. R. and W. K. or either of them, their or either of their heirs touching the premiſes, otherwiſe then againſt his and their own acts reſpectively. In witneſſe whereof, &c.

Note.

That in reſpect of the Attornment of tenant, the eſtate of inheritance paſſeth legally without livery.

B.M. *being ſeized of lands,* (jure uxoris) *ſhe being a co-heir, purchaſeth of* J.B. (*to whom the eſtates of the other co-heirs is come*) *all the lands, the conveyance is by recovery concluded to be ſuffered by* J.B.

THis Indenture, &c. between J. B. of, &c. ſonne and heir of *william Beaumont* late of, &c. deceaſed, and M. his wife, one of the daughters and co-heirs of D.S. Gent. deceaſed of th'one part, and B. M. of, &c. *William H. I.H.* of, &c. and *Rich. C.* of, &c. of th'other part, witneſſeth that the ſaid *John Beaumont*, for and in conſideration of the ſumme of 200. l. of, &c. to him by the ſaid B. M. before, &c. whereof, &c. hath agreed to grant, convey and aſſure to the ſaid B. M. his heirs and aſſignes for ever, all that toft and eight acres of land by eſtimation, be they more or leſſe, called, &c. and alſo common of paſture for ſix young Beaſts, and one houſe with th'appurtenances in *wickware Heath*, all which premiſes are ſituate, &c. and now are in the tenure holding or occupation of the ſaid B. M.

in

in the right of E. his wife, the daughter of R. W. deceased, for term of her life, and which said premises late were the inheritance of the said D. S. and by and after his death, descended & came to his three daughters, viz. the said M. E. the wife of R. C. and B. the wife of Id Man the parts and portions of which R. C. and B. the said W. B. purchased and died thereof seized. And also the said I. B. for the considerations aforesaid, hath agreed to grant, convey and assure to the said B. M. his heirs and assigns for ever, all other the messuages, lands, tenements and hereditaments of him the said I. B. within the Parish of W. aforesaid, and all rents, reversions and services of the premises, and every part thereof, as by such ways and means as by him the said B. M. or his Counsel learned in the Law, shall be in that behalf reasonably devised and required: and this present Indenture further witnesseth, that the said I. B. doth for himself, his heirs, executors and administrators, covenant, promise, and grant to and with the said B. M. his executors, and administrators and assigns by these presents, that he the said I. B. shall and will before the end of *Easter* Term now next ensuing, by deed indented and enrolled in the high Court of Chancery, bargain and sell to the said W. H. and I. H. and their heirs, all the said tost and premises, to have and to hold to the said W. H. and I. H. and their heirs, during the natural life of the said I. B. to the intent and purpose to make them tenants of the free-hold of the premises, and that a writ of entry *sur disseisin in le post*, shall be brought and prosecuted, by the same R. C. against the said W. H. and I. H. whereby he shall demand the said premises by some fit and apt names against them the said W. H. and I. H. who shall appear in person, and vouch to

war-

warranty, the ſaid I. B. who ſhall likewiſe appear in perſon, and vouch over to warranty the common vouchee, who ſhall likewiſe appear in perſon and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby ſeveral judgements ſhall be had, (*viz.*) for the ſaid B. C. to recover the premiſes againſt the ſaid W. H. and I. H. and for them to recover in value againſt the ſaid I. B. and for the ſaid I. B. to recover over in value againſt the ſaid common vouchee, which ſaid recovery, ſo or in any other manner to be had and executed, and all fines, feoffments, and other aſſurances at any time hereafter to be had or executed, of the premiſes, or any part thereof, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the onely uſe and behoof of the ſaid B. M. and of his heirs and aſſigns for ever: and the ſaid I. B. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid B. M. his heirs and aſſigns by theſe preſents, that he the ſaid I. B. at the time of th'enſealing and delivery hereof is, and until the ſaid premiſes ſhall be fully and perfectly conveyed and aſſured to the ſaid B. M. his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, ſhall be the true and lawful owner of the ſaid premiſes, and every part thereof, and of and in the ſame and every part therof lawfully and rightfully ſeized of a good eſtate of inheritance in fee-ſimple, in his own right, and to the only uſe of him and his heirs, by good, ſure, ſufficient, and abſolute conveyance, aſſurance, and title in the Law indefeazible, and alſo, that he the ſaid I. B. at the time of th'enſealing and delivery hereof, hath, and until the ſaid premiſes ſhall be aſſured as aforeſaid, ſhall have full power, good right, and lawfull authority, to bargain, ſell, con-

convey and assure the said premises, and every part thereof, to the said B. M. his heirs and assigns for ever, according to the true intent and meaning of these premises, and also that the said premises, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the said B. M. his heirs and assigns clearly acquitted and discharged, or otherwise by him the said I. B. his heirs and assigns, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, jointures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charge-rents, seck, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be don, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said I.B. or by the said W. B. or by any other person or persons whatsoever, (except the estate of the said E. M. for her life, and except the rents and services from henceforth to be due & payable to the chief Lord or Lords of the fee or fees of the premises) and also the said I. B. for himself, his heirs, executors, and administrators, doth covenant, promise and grant, to and with the said B. M. his heirs and assigns by these presents, that he the said B. his heirs or assigns shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold, and enjoy the said premises and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said I. B. or his heirs, and without any lawful let, interruption, challenge, claim, disturbance or incumbrance of,

or

or by any other perſon or perſons (except ſuch as ſhall or may claim, by or under the right or title of the ſaid E. M. or for the rents and ſervices aforeſaid :) And further that he the ſaid I. B. and his heirs, and every other perſon and perſons, lawfully claiming or to claim any manner of lawful eſtate, right, title, or intereſt in or to the premiſes (except before excepted) ſhall and will from time to time, and at all times hereafter upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid B. M. his heirs or aſſigns, make, do and execute all and every ſuch further acts and things, for the further and better aſſuring of the ſaid premiſes, and every part thereof to the ſaid B. M. his heirs and aſſigns for ever, as by him the ſaid B. M. his heirs or aſſigns, or by his or their counſel, &c. ſo as for the doing thereof, &c. a bargain and ſale of deeds, &c. In witneſs, &c.

Nota.

B. M. demiſeth the lands to A. and B. *Habend.* forty years, (if the coverture between him and E. his wife ſo long continue) on truſt, to ſuffer him to enjoy and make ſuch grants as he ſhall appoint.

Nota.

B. M. ſurrendreth to J. B. the premiſes *Habend.* to him and his heirs, provided, if I. B. or his aſſigns pay not 200 l. before Midſummer next, &c. to be void, B. M. to enjoy the premiſes in the mean time.

Peter

P. H. *purchaseth lands of* W. H. & uxor, (*other lands he holds in the right of* J. *his wife, to whom the same were devised by* R. J. *her brother in fee simple*) *the brother and heir of the devisor intendeth to settle other lands which came to him by descent, on the said* P. *and* J. *in tail. Now for the setling as well the lands purchased of* H. *as all the rest, a fine is levied by* W. H. & uxor, J. J. (*heir to the devisor*) & uxor, *and the said* P. & uxor, *and* T. P. *and* J. C. *The uses whereof are declared by the deed following.*

THis Indenture *tripartite*, &c. between W. H. of &c. and M. his wife, T. J. of &c. brother and heir of R. J. late of, &c. deceased, who was Son and heir of J. J. late of, &c. deceased (begotten on the body of J. his wife, daughter of T. P. of &c. deceased) and A. the wife of the said T. J. of the first part, P. H. and J. his wife of the second part, and T. P. and J. C. of &c. of the third part; witnesseth, That whereas the said W. H. by his deed indented, bearing date *April* 18. in the sixteenth year of &c. for the consideration therein expressed, did grant, bargain, sell and convey to the said P. H. his heirs and assigns for ever, two several messuages or tenements, with the gardens and appurtenances thereunto belonging, situate and being &c. and then and yet in the several holdings of &c. and also three several holdings of, &c. and also three several messuages or tenements, with a garden or out-ground on the back part thereof, and to the same three tenements, or some of them belonging or appertaining, situate and being &c. and then, and yet in the several tenures or occu-

cupation of, &c. as in and by the same deed indented more at large appeareth, and whereas also the said R. I. being in his life-time lawfully seized in fee-tail, of and in all the messuages, lands, tenements and hereditaments hereafter mentioned (that is to say) all that great messuage or tenement, wherein, &c. situate and being, &c. and also two other Messuages or tenements, &c. and also three gardens, &c. and in his life-time, (*viz.*) in the Term of *Easter* in the sixteenth year of, &c. acknowledges and levy to the said P. H. and T. P. their Fine *sur conuzance de droit tome ceo, &c.* which was sued out with Proclamation, according to the form of the Statute in that case made and provided, before the then Justices of the Court of Common-pleas at *Westminster*, of all the said messuages, lands, tenements and premises, by the names of nine Messuages, and four gardens, with th'appurtenances in &c. as by the said Fine remaining of Record in the said Court more at large may appear. Which said Fine was levyed to the intent and purpose, to make the said R. I. Tenant of all the said premises in fee-simples, as by Indentures to that purpose made, bearing date *April* 20. in the said sixteenth year of, &c. made between the said R. I. of the one part, and the said T. P. and P. H. of the other parts, more at large it doth and may appear: and whereas the said R. I. after the levying of the said fine (that is to say) *April* 25. in the seventeenth year of, &c. by the last Will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words, *viz.* I give and bequeath all that tenement, &c. unto *Joan* H. my Sister, wife of *Peter* H. and to her heirs and assigns for ever, and also in another place of the said Will gave and devised in these words, (*viz.*) *Item.* I give to my Sister I. H. and to her

heirs

heirs and assigns for ever, my house, lodge and orchard with the appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Jones* afterwards died, leaving all the residue of the said Messuages, lands, tenements and premises, to descend and come to the said T. J. as brother and heir of the said R. J. witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the summe of 40. l, to him the said T. J. by the said P. H. before th'ensealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said P. H. his heirs, &c. and every of them for ever by these presents, and for setling the inheritance of all the said messuages, lands, tenements, hereditaments and premises, in such manner and form as hereafter in these presents is mentioned, limited and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents, that they the said W. B. and M. his wife, T. J. and A. his wife, P. H. and J. his wife, shall and will before the end of *Easter* term next acknowledge and levy to the said T. P. and I. C. and to the heirs of one of them one fine, *sur conuzance*, *&c.* to be sued out with Proclamations according to the form of the statute in that case made and provided, before the Justices of the Court of Common pleas at *Westminster*, of all the messuages, lands, tenements and premises before mentioned, by the names of thirteen messuages and seven gardens, with the appurtenances in, &c, which fine so or in any other manner to be acknowledged

and

and levied, and all other fine and fines to be had, levied or acknowledged by or between the said Parties, or any of them, or any other person or persons of the said premises, or any part thereof, shal be and enure, and shall be deemed, adjudged, construed, and expounded to be and enure, to and for the only uses, intents and purposes, hereafter in these presents, limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premises before mentioned, to be granted, bargained, sold or conveyed by the said *W. Ho.* in and by the said recited Deed indented, to the use and behoof of the said *P. Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premises before-mentioned, meant or intended to be comprized in the said fine hereby agreed to be levied, whereof no use is herein before expressed, and of every part and parcel thereof, with th'appurtenances, to the use and behoot of the said *Peter H.* for term of his natural life, and from and after his decease, to the use & behoof of the said *Joan* H. for the term of her natural life, & from and after her decease, to the use & behoof the first Sonne of the said P. *Hobbs*, on the body of the said *Joan* his wife begotten, and to be begotten, and of the heirs males of the body of such first Son lawfully to be begotten; and for default of such issue, to the use and behoofe of the second Son of the said *Peter Hobbs* on the body of the said *Joan* his wife begotten and to be begotten, and of the heirs males of the body of such second Sonne lawfully to be begotten, and for default of such issue, to the use and behof of all and every other Son and Sonnes of the said P. H. on the body of the said *Joan* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth,

and of the heirs of the body of every of the ſame ſonnes reſpectively to be begotten, the elder of the ſaid ſons and the heirs of his body, being alwaies preferred before the younger, and the heirs of their bodies, and for defaulr of ſuch heirs, to the uſe and behoof of all the daughters of the body of the ſaid P. H. on the body of the ſaid I. his wife begotten and to be begotten, and of the heirs of the body of the ſame daughters reſpectively, lawfully to be begotten, and for defaulr of ſuch heirs, to the uſe and behoof of the ſaid P. H. and I. his wife, and of their heirs and aſſigns for ever: provided alwaies, and it is explained and declared to be the true intent and meaning of theſe preſents and of all the parties to the ſame, that it ſhall be lawfull to and for the ſaid P. H. and I. his wife, at any time during the coverture between them by any writing or writings indented to be by them ſigned and ſealed in the preſence of three or more credible witneſſes, who ſhall thereunto ſubſcribe or indorſe their names or marks, teſtifying the ſame, to alter, change, revoke, determine, diminiſh or inlarge all or any of the uſe or uſes herein before limited, touching or concerning the ſaid meſſuages, tenements and premiſes, herein before limited, to the ſaid P. H. and I. his wife, or either of them for their lives, or any part or parcel thereof, and by the ſame writing or writings, or by any other writing or writings indented, ſo ſigned, ſealed, and teſtified as aforeſaid, to limit and appoint any other uſe or uſes of the ſame meſſuage or meſſuages, tenements and premiſes laſt mentioned, or any part or parcel thereof, to the ſaid perſon or perſons, or to any other perſon or perſons, and of ſuch eſtate and eſtates as to them ſhall ſeem beſt, and in caſe any ſuch new limitation or appointment of uſes ſhall be made, that then the ſaid fine ſo to be levied, ſhall be and

enure, and shall be deemed, adjudged, construed and expounded to be and enure, as touching the said messuages, tenements, lands and premises last mentioned, and every part thereof, to and for such new use and uses, as in and by such writing or writings, so to be signed, sealed and test fied as aforesaid, shall be expressed, limited and declared, any thing, &c. And the said *Thomas Jones* for himself, his heirs, executors, and administrators, doth covenant, promise and grant to and with the said *P. Hobbs*, and *Joan* his wife, and either of them, their and either of their heirs, &c. by these presents, that all the said messuages, tenements and premises, and every part and parcel thereof, with the appurtenances now are and be, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the several and respective uses before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and discharged of and from all former and other bargains, sales, gifts, grants, leases, morgages, charges, troubles and incumbrances whatsoever had, made, committed or done by him the said *Tho. Jones*, or any other person or persons, lawfully claiming or to claim, by, from or under him. In witness, &c.

A marriage is intended between Tho. Geo. *Esquire, and* Ph. B. *single woman,* Ph. *(in regard the joynture agreed on cannot presently be assured) with consent of* Tho. *makes over all her land, &c. jewels, moneys, &c. to* Eliz. *her sister in trust, &c.*

THis Indenture Tripartite, &c. between *T. Geo.* Esquire, Sonne and heir of Sir *Tho: G.* of, &c. Knight, of the first part, *Ph. B.* single woman, and

daughter of, &c. of the ſecond part, and *Eliz.* B. ſiſter of the ſaid *Ph.* B. of the third part, witneſſeth, That whereas there is a Marriage agreed upon, and ſhortly (by Gods grace) to be had and ſolemnized, between the ſaid T. G. and the ſaid *Ph.* B. and whereas the ſaid P. B: is, and ſtandeth poſſeſſed and intereſſed in certain leaſes, moneyes, jewels, debts, goods and chattels; and whereas alſo the ſaid T. G. by reaſon of the preſent diſtractions of the times, is not able preſently to aſſure unto the ſaid P. B. ſuch jointure as is agreed on to be aſſured to her, witneſſeth now further this preſent Indenture, that it is covenanted, granted, condeſcended unto and agreed upon, by and between all the ſaid Parties to theſe preſents, in manner and form following (that is to ſay) the ſaid P. B. by and with the conſent and good will of the ſaid T. G. Party to theſe preſents, teſtified by being Party, and putting his hand and ſeal to one or more parts of this Indenture, hath granted, alienᵉd, aſſigned and ſet over, and by, &c. unto the ſaid *Eliz.* B. all ſuch mannors, meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever, ſituate, lying and being in, &c. or elſewhere in *England*, whereof or wherein ſhe the ſaid *Phil.* is or ſtandeth poſſeſſed or intereſſed, and all her eſtate, right, title, intereſt, claim and demand whatſoever, in and to the ſame mannors, meſſuages, lands, tenements and premiſes and every or any part thereof, together with all Leaſes, Deeds and writings, touching the ſame premiſes and every part thereof. To have and to hold the ſaid Mannors, meſſuages, Lands, tenements, and premiſes, and every part and parcel thereof, with the appurtenances to the ſaid *Eliz.* B. her Executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſpective time and times, term and terms, as ſhe the ſaid P. B. hath, or ought to have

have thereunto to come and unexpired; and also the said *Ph.* B. by and with the like consent and agreement of the said T. G. party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz.* B. all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcell thereof with the appurtenances to the said *Eliz.* B. her executors, administrators and assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the severall grants herein before made to the said *Eliz.* B. are so to her made upon trust and confidence in her reposed, as well by the said T. G. Party to these presents, as the said *P.B.* that in case the said marriage take effect, and that the said T. G. shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient ways and means in the law to the said *Ph.* for her life, and after her death to the heirs of her body by the said T. party, &c. to be begotten, mannors, messuages, lands, tenements and hereditaments, situate, lying and being in the Countys of *Wilts* and *Glouceſter*, or either of them, of the clear yearly value of 250 l. of, &c. over and above all rents, charges, deductions and reprizes, or that after such marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said T. G. and before such assurance made as aforesaid, which shall first happen, she the said *Eliz.* B. her executors, administrators and assignes, shall and will upon the reasonable request, and at the costs and charges in all things of the said T. G. his Executors, &c. not only grant, assign and set over to the said

T. G. Party, *&c.* his executors, *&c.* al the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſes before hereby granted or aſſigned by the ſaid *Ph.* B. to the ſaid *Eliz.* B. as aforeſaid, for all ſuch time and times, term and terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth*, except ſuch as ſhe ſhall make or do by conſent of the ſaid T. G. his Executors, *&c.* but alſo grant and re-deliver to the ſaid T. G. his Executors or aſſigns, all ſuch moneyes, jewels, bonds, ſpecialties, debts, and other goods and chattels whatſoever, as in the mean time ſhall come to the hands of the ſaid *Eliz.* her Executors *&c.* by force of theſe preſents, and which ſhall remaine or be in her or their hands, cuſtody or poſſeſſion, by the true meaning hereof, and alſo, that in ſuch cauſe, ſhe the ſaid *Elizabeth*, her executors, *&c.* ſhall from time to time, in the mean time after ſolemnization of the ſaid marriage, pay and deliver to the ſaid T. G. all ſuch rents, iſſues and profits of the ſaid mannors, lands, tenement, moneys and debts, as ſhall come to her or their hands or cuſtody, and alſo upon further truſt and confidence in the ſaid *Elizab.* B. repoſed, that in caſe the ſaid marriage take effect, and the ſaid T. G. happen to depart this tranſitory life before the ſaid P. B. and before he ſhall have aſſured or cauſed to be aſſured to the ſaid P. B. any mannor, meſſuages, lands, tenements or hereditaments of the value aforeſaid, and in form aforeſaid; that then in ſuch caſe ſhe the ſaid *Eliz.* B. her executors, *&c.* ſhall and will not only re-grant, re-aſſign and ſet over to the ſaid Ph. B. all the ſaid mannors, meſſuages, lands, tenements and premiſes before hereby granted or aſſigned, by the ſaid Ph. B. as aforeſaid, for all ſuch time and times, term and

terms

terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth* B. her executors, &c. except ſuch as ſhe ſhall make or do by the conſent of the ſaid P. H. but alſo re-grant and re-deliver to the ſaid *Phil.* her executors or aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts, and other goods and chattels whatſoever, as in the mean time ſhall come to the hands or cuſtody of the ſaid *Eliz.* her executors or aſſignes by force of theſe preſents, and which ſhall remain or be in her or their hands, cuſtody or poſſeſſion, by the true meaning of theſe preſents, and the ſaid T. G. for himſelf, his executors, &c. doth covenant, promiſe, grant and agree, to and with the ſaid *Eliz.* B. her executors, &c. by theſe preſents, that neither he the ſaid T. G. nor his heirs, &c. nor any other perſon or perſons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, ſhall at any time hereafter enter into, receive, take or entermeddle with the ſaid mannors, meſſuages, lands, tenements, hereditaments, jewels, moneys, bonds, ſpecialties, debts, or other things before hereby mentioned, meant or intended to be granted, aſſigned or delivered by the ſaid *Phil.* B. to the ſaid *Eliz.* B. as aforeſaid, or any part or parcell thereof, or any rents, iſſues or profits thereof, or of any part thereof, other than according to the true intent and meaning of theſe preſents, provided alwaies, and it is declared to be the true intent and meaning of theſe preſents, and all the parties to the ſame, that in caſe the ſaid marriage ſhall not be ſolemnized, on or before the, &c. next enſuing the date hereof, that then and from thenceforth, theſe preſents, and every grant, matter and thing herein contained, ſhall ceaſe, determine, and be utterly fruſtrate

and void to all intents and purpoſes; and that the ſaid *Phil.* B. her executors, &c. ſhall from thenceforth have and enjoy again, to her and their own uſe and right, all, &c. any thing, &c. In witneſs whereof to one part of this Tripartite Indenture, remaining with the ſaid *Eliz.* B. the ſaid T. G. and Ph. B. have put their hands and ſeals; to one other part remaining with the ſaid Ph. B. the ſaid T. G. and *Eliz.* B. have &c. to the other part remaining with the ſaid T. G. the ſaid P. B. and E. B. have, &c.

A. *and* B. *his wife being poſſeſſed of a certain Manor and lands, covenants with* C. D. *to levy a fine thereof to certain uſes, with a Covenant, that himſelf and his wife together, ſhall have power to let Leaſes for lives or years.*

THis Indenture, &c. Between A. and B. his wife of the one part, and C. of &c. and D. of, &c. of th'other part, witneſſeth, That for the ſetling of the inheritance of the Mannors, Lands, tenements and hereditaments, hereafter in theſe preſents mentioned, to ſuch uſe and uſes, and in ſuch manner and forme as is hereafter in theſe preſents limited, expreſſed and declared, and for the enabling of the ſaid A. and B. his wife, to make and grant leaſes and eſtates, of and in the ſaid Mannor, Lands and premiſes, in ſuch manner and form, and according to the power and authority, to them hereafter in theſe preſents, mentioned, reſerved and raiſed, and for other good cauſes and conſiderations, them the ſaid A. and B. his wife thereunto eſpecially moving, it is agreed between the ſaid Parties, and they the ſaid A. and B. his wife do covenant, grant and agree, to and with the ſaid C. and D. and either of them, their executors and adminiſtrators by theſe preſents, that they the ſaid A. and

A. & B. his wife, shall & will before the end of *Michaelmas* term next ensuing the date hereof, acknowledge and levy to the said C. and D. and to the heirs of the said C. one fine *sur conuzance de droit, &c*, to be sued out with proclamations, according to the form of the Statute in that case made and provided, of all that the mannor, capital messuage, farm, barton and demeasne lands of, &c. with all and singular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or used, as thereunto or to any of them belonging, and of all other the messnages, lands, tenements, rents, services and hereditaments whatsoever, wherein *Th.* I Gent. deceased had any estate of inheritance in possession, reversion or remainder, situate, lying and being, or to be had or taken, in or near the Towns, parishes, fields and hamlets of, &c. with the appurtenances, and of twelve messuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of pasture, forty acres of wood, with the appurtenances, in, &c. or by such other fit name or names, quantities and qualities of acres as shall be thought fit, which said fine so or in any other manner to be had and levied, shall be deemed, adjudged, construed and expounded, to be to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said A. for and during the term of his natural life, and from and after his death to the use and behoof of the said B. for and during the term of her natural life, & from and after the decease of the said A. and B. his wife, to the use and behoof of the heirs of the body of the said A. on the body of the said B. begotten, and to be begotten, and for default of such heirs, to the use and behoof of

the

the right heirs of the ſaid A. for ever: and it is promiſed, covenanted, concluded, agreed and declared, by and between all and every the ſaid parties to theſe preſents, that it ſhall and may be lawfull, to and for the ſaid A. from time to time, and at all or any time or times, during his naturall life, by any Indenture or Indentures to make any demiſe or demiſes, grant or grants of the ſaid premiſes, or of any part or parts thereof, alone or amongſt other things, as well in poſſeſſion of the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under ſuch rents, covenants and conditions, as to him the ſaid A. ſhall ſeem meet, ſo as ſhe the ſaid B. ſhall be made a party to every ſuch Indenture, whereby any ſuch demiſe or grant ſhall be made, during the life of the ſaid B. and that the ſaid B. ſhall ſeal and deliver every ſuch Indenture, and that at all times from and after the making of any ſuch demiſe or demiſes, grant or grants, the ſaid fine to be levied as aforeſaid, and the Conuzes of the ſame fine and their heirs, and the heirs of the ſurviver of them, ſhall ſtand and be ſeized of and in ſuch part and parts as ſhall be ſo demiſed or granted, to the uſe and behoof of every ſuch leſſee or leſſees, grantee or grantees, to whom any ſuch demiſe or demiſes, grant or grants ſhall be ſo made, and according to the true intent and meaning of every the ſame ſeveral & reſpective demiſe or demiſes, grant or grants, ſo as the ſame leſſee or leſſees, grantee or grantees, their executors and aſſigns ſhall pay the rents, and perform their covenants and conditions in ſuch Indentures of demiſes or grants, to be ſpecified and contained, according to the true intent and meaning of the ſame Indenture. In witneſs, &c.

R.C.

R. C. being poſſeſſed of a meſſuage, &c. in fee-ſimple, granteth the ſame to I. P. C. P. *and* G. C. Habend. *to them and their heirs, to certain uſes,* viz. *the uſe of himſelfe for life, yet ſo as to pay* 20 l. per annum, *and meat, drinke, &c. to his eldeſt Sonne, his wife, &c. and after his deceaſe to ſeveral other uſes and profits,*

THis Indenture, &c. between R. C. of, &c. of the one part, and I. P. C. P. and G. C. of the other part, witneſſeth, that the ſaid R. C. for divers conſiderations him thereunto moving, and eſpecially for the preferment of A: his Eldeſt Son, and next heir, and for the jointure of *Alice*, the now wife of the ſaid A. and for the preferment of the iſſue between the ſaid A. and *Alice*, lawfully begotten and to be begotten, hath given, granted, infeoffed and confirmed, and by, &c. unto the ſaid I. P. C. P. and G. C. and their heirs, all that manſion-houſe, or meſſuage, with the appurtenances, wherein the ſaid R. C. now dwelleth, ſet, lying and being, &c. and all the Orchards, gardens, lands, tenements, paſtures, meadows, woods, commons, profits, commodities and advantages whatſoever, to the ſaid meſſuage and premiſes belonging, or in any wiſe appertaining, or being accepted, reputed or uſed, as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices of all and ſingular the aforeſaid premiſes, and every part and parcel thereof; to have and to hold the ſaid meſſuage or tenement, lands, meadows, leaſoes, feedings, paſtures, rents, reverſions, ſervices, and hereditaments, and all and ſingular other the premiſes, with their and every of their appurtenances, unto the ſaid I. P. C. P. and G. C. their heirs and aſſigns for ever,

ver, to this end, meaning, intent, conſtruction and purpoſes, that they, &c. and their heirs, and the heirs of the ſurvivors or ſurvivor of them, ſhall from henceforth ſtand and be ſeized of the ſaid Meſſuage and all and ſingular other the above mentioned premiſes, and of every part and parcel thereof, to the uſes intents and purpoſes hereafter in theſe premiſes limited and declared, and to none other uſe, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid R. C. for and during his naturall life, ſo as and upon condition that he the ſaid R. C. ſhall from time to time during his natural life, pay or cauſe to be paid unto the ſaid A. and *Alice* his wife, and the longeſt liver of them, the ſumme of 20 l. by the year, at the two moſt uſual Feaſts in the year, that is to ſay, the Feaſt of, &c. by even portions to be paid, during the ſaid term, or within fourteen daies next after every of the ſaid Feaſt-daies, and the firſt payment to be had and made upon the Feaſt-day of, &c. next, &c. and the ſame payments to be yearly had and made in manner and form aforeſaid, at or within the now dwelling houſe of the ſaid A. ſituate, &c. and alſo upon condition that he the ſaid R. C. ſhall from time to time during his natural life find, give and provide unto the ſaid A. and the ſaid *Alice* his wife, and to all ſuch children, as ſhall be-tween them be begotten, competent, ſufficient and convenient meat, drink, houſe-room, and lodging within his ſaid manſion-houſe, and after the deceaſe of the ſaid R. C. the ſaid parties above mentioned, and the heirs of the longeſt liver of them ſhall ſtand and be ſeized of all and ſingular the ſaid premiſes, with their and every of their appurtenances, to the uſe and behoof of the ſaid A. and of the ſaid *Alice* his wife, and of the heirs of their two bodies, between them lawfully begotten, and to be begotten;

and

and for default of ſuch iſſue, to the uſe and behoof of R. C. one other of the ſons of the ſaid R.C. and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of W. C. one other of the ſons of the ſaid R. C. and the heirs males of his body, lawfully to be begotten, and for default of ſuch iſſue, to the uſe of the ſaid R.C. and of his heirs and aſſigns for ever.

R. C. covenanteth, that he is lawfully ſeized, hath power to grant, that the premiſes ſhall remain free from incumbrances, *prout* uſuall.

A ſettlement by fine and recovery of ſeveral Mannors, Lordſhips, &c. for the raiſing of moneys, for payment of debts and childrens portions, as alſo for entailing thereof under ſeveral proviſoes and legacies.

THis Indenture tripartite, &c. between the Right Honorable *Edward* Lord *Herbert* and *Richard Herbert* Eſquire, ſonne and heir apparent of Dame *Mary* late wife of the ſaid *Edward* Lord *Herbert* and ſole daughter of Sir *William Herbert* of Saint *Julians* in the County of *Monmouth* Knight, deceaſed of the firſt part; the right Honourable *John* Earle of *Bridgewater*, and *Edward Herbert* of the Inner Temple *London* Eſquire, of the ſecond part, and *Moſes Loyd* of, &c. and *Henry Githens* of, &c. of the third part witneſſeth, that whereas the ſaid *Edward* Lord *Herbert*, or ſome in truſt for him, is or are ſeized in his or their demeaſn, as of fee, of ſome part of the lands, tenements and hereditaments hereafter mentioned, and is alſo ſeized for term of his life, as tenant by the courteſie of *England* of the mannors, meſſuages, lands, tenements and hereditaments hereafter ſpecified, the reverſion thereof in fee

fee-ſimple, being deſcended by and after the deceaſe of the ſaid *Mary* unto the ſaid *Richard Herbert*: now to the end, that the Mannors, Lordſhips, meſſuages, lands, tenements and other hereditaments hereafter mentioned and expreſſed, may be eſtabliſhed, veſted and ſetled unto the ſaid *Edward* Lord *Herbert*, during his natural life, and after his deceaſe upon the ſaid *Richard Herbert*, and upon his name, ſtock and poſterity, and to ſuch other uſes, intents and purpoſes, as are hereby appointed; it is covenanted, promiſed, granted, condeſcended, concluded and agreed, by and between the ſaid Parties to theſe preſents; and the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, do for themſelves, their heirs, executors, adminiſtrators and aſſigns, covenant promiſe, grant, condeſcend and agree, to and with the ſaid *John* Earl of *Bridgewater*, and *Edward Herbert*, their heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that they the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, ſhall and will on this ſide, and before the end of *Michaelmas* term next enſuing, and coming after the date of theſe preſents, in due form of Law, and at the equall coſts and charges in the Law of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, levy and acknowledge to the ſaid *Moſes Loyd*, and *Humphry Githens*, and the heirs of the ſaid *Moſes*, one or more fine or fines *ſur conuzance de droit come ceo*, *&c.* with proclamations thereupon to be had and made, according to the form of the ſtatutes in that behalf made and provided, of all that capital meſſuage or mannor-houſe of St. *Julians*, with the rights, members and appurtenances thereof, and of all and ſingular the mannors, Lordſhips, meſſuages, lands, tenements and hereditaments whatſoever, of them the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, or either of them where-

whereof they the ſaid E. Lord H. and R. H. or either of them are or do ſtand ſeized of any eſtate or inheritance, within the Kingdom of *Ireland*, by ſuch name or names, quantities, qualities, contents and numbers of acres of things, in ſuch manner and form as by the ſaid E. L. H. and R. H. or either of them ſhall be reaſonably deviſed, or adviſed and required, in and by which fine or fines ſo as aforeſaid, or in any other ſort to be levied and ackowledged, the ſaid E. L. H. and R. H. ſhall acknowledge the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the premiſes, with their and every of their appurtenances, to be comprized in every ſuch fine, to be the right of the ſaid M. L. as thoſe which the ſaid M. L. and G. H. have, of the gift of the ſaid E. L. H. and R. H. the which ſaid fine or fines ſo as aforeſaid, or in any other ſort to be levied and acknowledged, ſhall be and enure, and ſhall be deemed, adjudged, eſteemed, reputed, and taken to be and enure, to the uſe and behoof of the ſaid M. L. L. and H. G. and their heirs, to the intent and purpoſe that they the ſaid M. L. L. and H. G. may become perfect tenants of the freehold of the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, whereby one or more perfect common recovery or recoveries, ſhall or may thereof be had and ſuffered, in manner and form hereafter following, for which intent and purpoſe, it is hereby further covenanted and agreed; by and between the ſaid parties to theſe preſents, that it ſhall and may be lawfull to and for the ſaid I. E. of B. and E. H. to bring, purſue and proſecute againſt them the ſaid M. L. L. and H. G. one or more writs of entry *ſur diſſeiſin en le poſt*, of and for the ſaid Mannors, Lordſhips, Meſſuages,

ſuages, lands, tenements, rents, hereditaments, and all and ſingular other the premiſes, with their and every of their appurtenances; by ſuch name or names, quantities, qualities, contents and numbers of acres and things, in ſuch ſort, manner and form, as by the ſaid E.L.H. & R.H. or their, or either of their Counſel learned in the law, ſhall be reaſonably deviſed, adviſed & required; the which ſaid writ or writs of entry *ſur diſſeiſin en le poſt*, ſo as aforeſaid, or in any other ſort to be had or brought, ſhall be returnable in ſuch Courts, and before ſuch Judges or Juſtices, as the ſaid E.L.H. and R. H. or the ſurvivor of them, his or their Counſel learned in the Law ſhall adviſe or think fit, before the end of *Michaelmas* term next enſuing after the date of theſe preſents, and the ſaid M.K.K. and H.G. ſhall thereunto appear *gratis*, and vouch over to warranty the common vouchee, who ſhall alſo appear, and after imparlance had, ſhall make default and depart in contempt of the ſaid Court, whereby one or more perfect common recovery or recoveries, ſhall or may be had or ſuffered againſt them the ſaid M.L.L. and H.G. of and for the ſaid Mannors, Lordſhips, meſſuages, lands, tenements, hereditaments and premiſes, with their appurtenances, according to the uſual courſe of common recoveries in ſuch caſes uſed and accuſtomed, for aſſuring of lands and tenements, the which ſaid common recovery or recoveries, ſo as aforeſaid, or in any other manner to be had and ſuffered, and all other common recoveries, fines, feoffments, conveyances and aſſurances in the Law whatſoever, ſince the death of the ſaid Lady *Mary Herbert*, wife of the ſaid *Edward*, Lord *Herbert*, had, made, levyed, ſuffered, acknowledged or executed, or at any time hereafter to be made, levied, ſuffered, acknowledged or executed, by or between the ſaid Parties to theſe preſents, or any of them, or whereunto they

they or any of them shall be parties, of or concerning the said mannors, messuages, lands, tenements, hereditaments or premises, or any of them, or any part or parcel of them or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure to the uses, behoofs, intents, and purposes, and with, upon and under such provisoes, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed (that is to say) as for and concerning all and singular the said messuages, farms, lands, tenements and hereditaments, in *Tinterne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever, and as for and concerning all and every other the mannors, messuages, lands, tenements, meadowes, leasowes, pastures, feedings, commons, woods, under-woods, rents, services and hereditaments whatsoever, of them the said *Ed. L. H.* and *R. H.* or either of them, with their and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner o waste, and with full power to do or commit waste, and after the decease of him the said R. H, to the use and behoof of the said E. L. H. for and during the term of his natural life, and after the decease of the said E. L. H. to the use and behoof of *Edward Herbert*, eldest son of the said *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of such issue to the use and behoof of *John Herbert*, second son of the said *Richard*, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said R. H. party

to these presents, and of the heirs males of the body of *Richard Herbert*, son of the said R. H. Party to these presents, lawfully to be begotten; and for default of such issue, to the use & behoof of the fourth son of the body of the said *Richard Herbert* Party to these presents, on the body of the Lady *Mary Herbert* his wife, daughter of the said *Jo. E.* of B. begotten or to be begotten, and of the heirs males of the body of such fourth son lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth sonne of the body of the said *Richard Herbert* Party to these presents, on the body of the said Lady *Mary Herbert* his wife, begotten or to be begotten, and of the heirs males of the body of such fifth son lawfully to be begotten, and so the sixth, seventh, eighth, ninth, and tenth, & for default of such issue, to the use and behoof of all and every other sonne and sonnes of the body of the said *Richard Herbert* party to these presents, to be begotten successively one after another, as they and every of them shall be in seniority of age, and priority of birth, the eldest of the said sonnes, and the heirs males of his bodie, being ever preferred before the younger of the said sonnes, and the heirs males of his bodie, and for default of such issue, to the use and behoof of *Edward Herbert*, second sonne of the said *E.* Lord H. and of the heirs males of his body lawfully begotten or to be begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Richard Herbert* Esquire, deceased, father of the said *Edward* Lord *Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Edward Herbert* grandfather to the said *Edward* Lord *Herbert*, and for default of such issue, to the use and behoof of the right heirs of him the said *Richard Herbert*, son of the said

Ed-

Edward Lord *Herbert* for ever. And as for and concerning the mannors, Lordships, messuages, mills, lands, tenements, orchards, gardens, tofts, crofts, meddows, leasowes, pastures, feedings, woods, underwoods, rents and hereditaments whatsoever of the said *Edward* Lord *Herbert*, and *Rich.* Herbert his Son, or either of them, with their and every of their appurtenances in the said County of *Anglesey* to the use and behoof of the said *I.* Earle of *Bridgewater*, and *Edward Herbert* party to these presents, and of their heirs and assigns for ever; upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *John* Earle of *Bridgewater*, and *Edward Herbert* party to these presents, and the survivor of them and his heirs, shall and will at his and their free will and pleasure, sell, convey, & assure, the said mannors, lands, and premises in the said County of *Anglesey*, and every part thereof, for the best benefit, profit & advantage, which shall or may be (*bona fide*) had or gotten for the same, and that the money to be raised by every or any such sale, and as every such sale shall be made, shall be forthwith paid and disposed of as followeth, that is to say, out of the money that shall be raised by sale of such of the premises in the said County of *Anglesey*, as were the lands of Dame *Herbert* late of &c. there shall be forthwith, and in the first place so much money paid to the said *Ed.* Lord *Herbert*, his executors or administrators, as according to the true yearly value of those lands, shall come to five years and an half purchase, and the residue of the moneys that shall be raised by the sale of the same lands, which were the lands of Dame *Herbert*, late of, &c. shall be disposed of for and towards the payment & of the debts of the said *Richard Herbert* party to these presents, and summes of money mentioned in the Schedule hereto

annexed, as the ſaid *Io.* Earle of *B.* and *Richard H.* party to theſe preſents, or the ſurvivors of them ſhall think fit, and of the money that ſhall be raiſed by the ſale of the reſidue of the ſaid mannors, lands and premiſes in the ſaid County of *Angleſey*, there ſhall be forthwith and in the firſt place, ſo much paid to the ſaid *Ed.* Lord *Her.* his executors or adminiſtrators, as according to the yearly value of the ſame mannors, &c. ſhall come to 16 years purchaſe; & if thoſe mannors and lands ſhall be ſold for more than 16 years purchaſe, then the one moyty of ſuch ſurplusage (if any ſhall be) ſhall be forthwith and in the firſt place paid to the ſaid *Ed.* L. H. his exec. or adminiſtrators, & the other moyety thereof ſhall be diſpoſed of, for and towards the payment of ſuch of the debts of the ſaid *Richard Herbert* party to theſe preſents, and ſumms of money mentioned in the ſaid Schedule, as the ſaid *Iohn* Earle of B. and *Edward Herbert* party to theſe preſents, or the ſurvivor of them ſhall think fit, and the over plus thereof, (if any ſhall be) ſhall be paid to the ſaid *Richard Herbert* or to ſuch other perſon or perſons as he the ſaid *Richard Herbert* party to theſe preſents, by any writing under his hand and ſeal, ſhall direct, nominate and appoint, to be diſpoſed of in the buying of land, to be eſtated in the ſame manner, as the lands in the ſaid C. of *Carnarvan* are by theſe preſents limited; and for want of ſuch direction, nomination or appointment, to the executors or adminiſtrators of the ſaid *Richard Herbert* party to theſe preſents, the further truſt intent and meaning of theſe preſents, and the parties hereunto being, that the ſaid *Edward* Lord *Herbert* his executors, adminiſtrators or aſſigns, ſhall or may have, receive and take, to his and their own proper uſe, all and ſingular the rents, iſſues, revenues and profits, of the ſaid mannors, lands and premiſes hereby limited and in-

intended to be sold, until sale shal be thereof made as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the said parties to these presents, and the true intent and meaning of them and of these presents, is, that it shall and may be lawfull, to and for the said *Ed. C.* H (payin to Sir *Richard Eaton* of *Newport* in the County of *Salop*, Knight, his executors and administrators, to be disposed according to the trust hereafter mentioned, the sum of 1000 l. of good and lawfull money, or such lesse summe of money, as the said *Jo.* Earle of *Bridgewater* and *Edward Herbert* party to these presents, or the survivor of them shall think fit and appoint,) at any time or times during the term of his natural life by Indenture, or by any deed or deeds, writing or writings, to be by him the said *Ed.* Lord *Herbert* sealed and subscribed in the presence of two or more credible witnesse, to declare, limit and appoint, all or any the said mannors, messuages, lands, tenements, rents, hereditaments and premises, with their appurtenances in the said County of *Monmouth* (the said capital messuage called by the name of St. *Julians*, and the lands late in the tenure or occupation of *John Morgan* Esquire, and the lands and tenements, whereof the use is herein before limited to the said *Richard Herbert* partie to these presents or the Survivor of them in possession always excepted and reserved) to and for the jointure of any wife or wives, which he the said *Edward* Lord *Herbert* shall hereafter happen to marry, for and during the natural life and lives of such wife and wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect after the death of the said *Edward* Lord *Herbert*; and that then and so often, and from thenceforth the said Recovery or Recoveries shall be and enure, and the Re-

coverer and Recoverers therein named, his and their heirs shall stand & be seized of & in the said mannors, messuages, lands, tenements and hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of or in so much or such part thereof, of, for and concerning the which such Indenture, deed or writing shall be made by the said *Edward* Lord *Herbert*, as aforesaid, for the joynture of any such wife or wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the said Indenture, deeds and writings & of these presents. And it is hereby declared and agreed by and between the said parties hereunto, that the said sum of 1000 l. herein before mentioned, or such lesse summe as aforesaid, to be paid by the said *Edward* Lord *Herbert* to the said *Richard Eaton*, as aforesaid, shall go and be imployed upon the trust herein after following (*viz.*) in case the debts and sums of mony mentioned in the Schedule hereunto annexed, be not then paid, then the same, or so much thereof as shall be sufficient to pay and satisfie such of the said debts or sums of money mentioned in the said Schedule hereunto annexed, as the said *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and imployed to that purpose, and after the said debts and sums of money, or such of them as the said *Jo.* Earle of *Bridgewater* and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said one thousand pounds, or such lesse sum as aforesaid, shall be disposed and imployed, for the purchasing and buying of lands, tenements & hereditaments to be setled on the said *Edw. Herbert* party to these presents, for and during the term of his natural life,

and

and after his deceafe to the uſe and behoof of ſuch perſon and perſons, and in ſuch manner and form as the ſaid lands, tenements and hereditaments in the County of *Monmouth* herein before limited to the ſaid *Richard Herbert* Party to theſe preſents, for his life, with remainders over, are limited, eſtated and ſetled: Provided always, and it is covenanted, granted, concluded and agreed by and between all the ſaid Parties to theſe preſents, and the true intent and meaning of them and every of them, and of theſe preſents is, that if the ſaid *Richard Herbert* Party to theſe preſents, or ſome other perſon or perſons, to whom any eſtate is hereby limited or intended to be limited, of and in the ſaid manners, lands tenements and hereditaments within the Kingdom of *Ireland*, or any of them, their or ſome of their heirs or aſſignes, or ſome of them, ſhall not within two years next after the deceaſe of the ſaid *Edward* Lord *Herbert*, well and duly pay or cauſe to be paid to the ſaid *Edward Herbert*, ſon of the ſaid *Edward* Lord *Herbert*, (if he the ſaid *Edward Herbert*, ſon of the ſaid *Edward* Lord *Herbert*, ſhall ſo long live,) the ſum of 2000 l. &c. that then and immediately after ſuch default of payment, all and every uſe and uſes herein before limited and declared of for and concerning all and every the manners, lands, tenements and hereditaments, within the Kingdom of *Ireland*, ſhall ceaſe and be void, and then alſo and from henceforth the ſaid recovery and recoveries, ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recoverer and Recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in all and ſingular the manners, lands, tenements and hereditaments, with their appurtenances within the ſaid Kingdom of *Ireland*, to the uſe and behoof of the ſaid *Edward Herbert*, ſon of the ſaid

Edward Lord *Herbert* his heirs and assignes, untill he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said summ of 2000 l. together with consideration after the rate of 8 l. *per centum, per annum*, for the forbearance thereof, from the end of the said two years next ensuing the death of the said *Edward* Lord *Herbert* and all damages, costs, and charges which he the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert* his heirs, executors or administrators, shall sustain to be put unto, in or about the recovery of the said premises, or of the said summ of 2000 l. or any part thereof, or in or about any suit concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of every of them, and of these presents is, that it shall and may be lawfull to and for the said *Richard Herbert* party to these presents, by Indenture, or by any deed or deeds, writing or writings, indented or poll, to be by him the said *Richard Herbert* party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit, or appoint all or any of the said mannors, Lordships, messuages, lands, tenements, hereditaments and premises, in the Kingdom of *Ireland* to and for the joynture of any wife or wives, which he the said *Richard Herbert* shall hereafter happen to marry, or to take to wife, for and during the natural life or lives of such wife or wives, or for any number or term of years determinable upon her or their life or lives, the same to take effect upon the decease of the said *Edward* Lord *Herbert* and *Richard Herbert*, and the survivor of them to be subject to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*

heir and his heirs in the manner aforesaid, and then and from henceforth the said recovery and recoveries shall be and enure, and the Recoverer and Recoverees therein named, his and their heirs shall stand and be seized, of and in the said mannors, Lordships, messuages, lands, tenements, hereditaments & premises in the Kingdom of *Ireland*, with the rights, members and appurtenances thereof, or of or in so much, or such part thereof, for or concerning which such Indenture, deed or writing, shall be made by the said *Richard Herbert* as aforesaid, for the life of any such wife or wives, or number of years determinable upon her or their life or lives as aforesaid, according to the true intent and meaning of the said Indenture, deeds or writings, and of these presents, subject nevertheless to the said use herein before limited to the said *Edward Herbert*, son of the said *Edward* Lord *Herbert* his heirs and assignes in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed by and between the said parties to these presents, that it shall and may be lawfull to and for the said *Richard Herbert* party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of freehold in possession, of or in the said mannors, lands, tenements, hereditaments and premises, or any of them, by virtue or means of the said Recoveries or any of them, and of these presents, or of any the limitations of uses herein limited, to demise or to farm-let by Indenture or Indentures, such or so much of the said mannors, lands, tenements, hereditaments and premises, whereof he shall be then seized in possession of such estate as aforesaid, or any part thereof chargeable and charged, nevertheless with their liberties and powers herein conteined, and

with

with the terms and estates thereof, thereby, or in pursuance thereof made or raised unto any person or persons whatsoever in possession, for any number of years, not exceeding the number of twenty one years, from the making thereof in possession, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinable on three lives, or any fewer number of lives in possession, so as upon every such demise, lease or grant so to be made as aforesaid, there be reserved respectively such rents and services, as at any time within the space of seven years last past, before the date of these presents, have been reserved for the same, or more or greater rent payable for the same during the continuance of every such several or respective demise or lease, so to be made as aforesaid, to such person and persons, as by force of these presents, shall or ought to have the immediate reversion or remainder thereof, and that immediately from and after every or any such time, as any such several and respective demise, lease or grant shall be made as aforesaid, the recovery and recoveries, and every of them shall be and enure, and shall be taken to be and enure; and the said recoverer and recoverers in the said recovery named, and every of them, their and every of their heirs, and all and every other person or persons, which at any time hereafter shall be seized of such parts and parcels of the premises as shall be demised or leased as aforesaid, shall stand and be seized thereof, and of every part thereof, to the use and behoof of such several and respective person and persons, to whom any such demise or lease shall be so made as aforesaid, their several and respective executors, administrators and assigns, to such several and respective estate and estates, term and terms, and in such manner and form, as in such several and re-

spective

spective demises or leases to be made, as aforesaid; shall be mentioned and expressed, subject to the rents, covenants, conditions, provisoes, and agreements as therein shall be severally and respectively contained and expressed, and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have the immediate reversion or remainders thereof, any thing, &c. Provided always, and it is, &c, and the true intent, &c, is that it shall and may be lawfull, to and for the said *Richard Herbert* Party to these Presents, at any time or times after the decease of the said *Edward* Lord *Herbert*, during his natural life, by Indenture, deed or writing to be by him the said *Richard Herbert* party to these presents, sealed & subscribed in the presence of two or more credible witnesse, to make any lease, or leases, demises or grants, of all or any part of the said mannors, lands, tenements and premises with their appurtenances, as well those within this Realme of *England*, and the principality of *Wales* as those within the said Kingdom of *Ireland*, (except such of the mannors, lands, tenements and premises in the said County of *Monmouth*, as shall be limitted to or for the joynture of such wife or wives as the said *Edward* Lord *Herbert* shall hereafter marry, for & during the life or lives of such wife or wives only) for the term of twenty one years, or under, or for one, two three, or more lives, or for any number of term of years determinable, upon one, two, three or more lives in possession or reversion or otherwise, with reservation of rent, or without reverhon of rent, at his and their will & pleasure unto any person or persons, subject nevertheless to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs and assigns in manner afore-

foresaid, upon trust for the raising of the several portions herein after mentioned, for such daughter and daughters, as the said *Richard Herbert* son of the said *Edward* Lord *Herbert* shall happen to have, and not otherwise; provided (that is to say) if one daughter only, then for the raising of 3000l. for that daughter if more than one daughter, then for the raising of 2000l. apeece for each and every one of the said daughters; and that all or every such lease or leases, demises or grants so to be made as aforesaid, shall stand and be good and effectual in the law, to all intents and purposes, and that the said Recovery and Recoveries so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs, shall stand and be seized of and in such part, and so much of the manors, messuages, lands and premises, with the appurtenances, as shall be so demised or leased as aforesaid, and every part thereof, (except as is before excepted) to the use of such person and persons, his and their executors, administrators and assigns, to whom such demises, leases or grants shall be so made as aforesaid for and during such leases, estates, and terms as shall be so demised and granted as aforesaid, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs and assigns in manner aforesaid, provided also, and it is, &c. and the true intent, &c. that it shall and may be lawful to and for the said *Richard Herbert* party to these presents, from time to time, and at all times during his natural life, by any his deed or deeds, writing or writings, indented or poll, to be by him the said *Richard Herbert* party to these presents, signed, sealed, and delivered in the presence of two or more credible witnesses, to revoke, annihilate, frustrate and make void all or any of the

use

uſe or uſes, eſtate or eſtates, or limitations herein before limited, declared and appointed, of, for or concerning any three plough-lands of the premiſes, in the Kingdom of *Ireland*, not exceeding in the whole the clear yearly value of 150 l. *per annum*, over & above all charges and reprizes, other than the uſe herein before limited to the ſaid *Ed. Herbert* ſon of the ſaid *Edward* Lord *Herbert*, and his heirs in the manner aforeſaid, and other than the uſe herein before limited to the ſaid *Edward* Lord *Herbert* for his life; and that then and from thenceforth, the uſe and uſes, eſtate and eſtates, and limitations herein before declared, limited or appointed, of, for or concerning ſuch of the laſt mentioned premiſes, for or concerning which any ſuch nomination ſhall be ſo had or made, other than the uſes herein before limited, to the ſaid *Edward* Lord *Herbert* and *Edward* Son of the ſaid *Edward* Lord *Herbert*, and his heirs, in the manner aforeſaid, ſhall ceaſe, determine and be utterly revoked, fruſtrate and made void: and then alſo it ſhall and may be lawfull, to and for the ſaid *Richard Herbert* party to theſe preſents, by the ſame deed or deeds, or by any other deed or deeds, to be ſigned, ſealed and delivered by him the ſaid *Rich. Herbert*, as aforeſaid, to declare, limit or appoint, any other new uſe or uſes, eſtate or eſtates whatſoever, of the ſaid premiſes, of, for or concerning which any ſuch revocation ſhal be ſo made, or any part or parcel thereof, unto any perſon or perſons whatſoever, ſubject nevertheleſs to the ſaid uſe herein before limited, to the ſaid *Edward Herbert*, ſon of the ſaid *Edward* Lord *Herbert* and his heirs in the manner aforeſaid, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding: & that then alſo and from thenceforth the ſaid recovery & recoveries, as to ſuch of the premiſes, concerning which any ſuch revo-

ca-

cation & new declaration shall be so made, to such uses intents and purposes, as the said *Richard Herbert* party to these presents, by any such deed or deeds as aforesaid, shal declare, limit, or appoint. Provided also, and it is, &c. that if the said *Edward* Lord *Herbert* and *Richard* his Son, shall both of them be minded to make sale of the mannors, lands, tenements and hereditaments within the County of *Monmouth*, or any of them (other than such as herein are before limited, to the said use of the said *Richard Herbert* party to these presents, and his heirs in possession) which sales is not meant or intended by any of the parties to these presents to be made, but for raising of money to be imployd & bestowed upon the purchase of some other lands of as good value, or in some other place or places, to be setled and estated, to the same uses and estates, and with the same powers and provisoes, and in the sort and manner, as those lands so to be sold, are hereby limited & mentioned to be setled and estated, and being both so minded, shall at any time during their joynt lives, by any deed or deeds, writing or writings, to be by him the said *Edward* Lord *Herbert*, and *Richard Herbert* his Son party to these presents, sealed and subscribed in the presence of two, &c. declare and publish their mind, intent and meaning to be, to revoke, alter and fruſtrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the last mentioned mannors and premises, or any of them, or any part or parcel thereof, or any of them, that then from and after such declaration and publication, so to be made as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shal be made as a-

foresaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thence-forth the said recovery and recoveries so as aforesaid, or in any other sort to be had and suffered, shall be & enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said mannors, land and premisses last mentioned, or so much or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes as the said *Edward* Lord *Herbert* and *Richard* party to these presents, by any deed or deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c. for the consideration aforesaid, that in case any of the said mannors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premisses, or any of them, according to the true, &c. that they the said *Edward* Lord *Herbert* and *Richard Herbert* party to these presents, their heirs and assigns, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said mannors, &c. as shall be so omitted or left out, and not to be comprized as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levyed and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand & be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, herein before severally and respectively limited unto

them

them, or any of them, as aforesaid, under the several provisoes herein before mentioned, and to none other uses intents and purposes. In witnesse, &c.

I. W. being seized of a Mannor, and other lands, (conceiving he should die without issue, and intending to settle the same to good uses,) by deed, granteth and conveyeth the same to A. B. C. &c. in trust, to the use of himself for life, and after of Rachel *his wife for life, the Remainder to the heirs of his body, and in default of such heirs, to grant the same as he should by will or other writing, limit or appoint, &c. with several Provisoes, &c.*

THis Indenture made &c. between I. W. of &c. of the one part, and A. B. C. D. &c. of the other part witnesseth, that the said I. W. for and in consideration of the better confirmation & strengthening of a Joynture already made and granted to *R.* his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which the said I. W. beareth to the heirs of his body, begotten and to be begotten, and for setling and establishing of the inheritance of the lands and tenements hereafter mentioned, to and in the said A. B. C. D. &c. and their heirs to the uses, intents and purposes hereafter specified: Hath given, granted, enfeoffed and confirmed, and by, &c. unto the said A. B. C. D. &c. their heirs and assigns for ever, all that the mannors, capital messuage, and farm of *B.* in &c. with the rights, members, and appurtenances thereof; and all that the Advowson, Patronage & Gift of the Parish Church of *B.* and all and all manner of houses, edifices, dove-houses, &c. and all those thirteen messuages or tenements, &c. and all shops, seller,

ſellers, ſollers, &c. and all and other the meſſuages, lands, tenements, reverſions, ſervices and hereditaments whatſoever, which he the ſaid I. W. ſtandeth ſeized of any eſtate of inheritance, within the Counties of, &c. aforeſaid, or elſewhere within the Common-wealth of *England*; and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſes, and all rents and yearly profits reſerved, due or payable by or upon any demiſe, leaſe or grants, demiſes, leaſes or grants made of the ſaid premiſes, or any part thereof, and all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid I. W. of, in and to the ſame premiſes, and every or any part or parcell thereof, and alſo ſuch deeds, charters, &c. to have and to hold the ſaid mannors, meſſuages, farms, tenements, & rectory and all and ſingular other the premiſes before by theſe preſents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances, unto the ſaid A. B. C. D, &c. their heirs and aſſigns for ever, to the uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, & to none other uſe intent or purpoſe (that is to ſay) as for touching and concerning the ſaid Mannor, capitall meſſuage and farme of *Burnet*, and all lands, meadows, paſtures, &c. And the ſaid rectory and Parſonage of *Chewton*, alias *Chewton*, and with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wool, and all obligations, obventions, profits, commodities and hereditaments whatſoever, comming, growing, yearly renewing or happening in *Chewton* aforeſaid or elſewhere, to the ſaid rectory or parſonage belonging, or in any wiſe appertaining, and the ſaid meſſuage or tenement, &c. and the ſaid three meſſuages or tenements, &c. and all ſellers, ſollers, houſes, &c. and

the reversion and reversions thereof, &c. and all rents & services thereunto belonging, or in any wise appertaining, to the use and behoof of I. W. and his assigns, for and during the term of the natural life of the said I. W. without impeachment of, or for any manner of waste, and after the decease of the said I. W. then to the onely use and behoof the said Rachel, for and during the term of her natural life, for and in the name of her joynture, and in full recompence of her dower and title of dower which she the said Rachel shall or may have, of or to the lands, tenements and hereditaments of the said I. W. and after the decease of the said I. W. and Rachel, then to the use and behoof of the heirs of the body of the said I. W. lawfully begotten or to be begotten; and for default of such issue to the use and behoof the said A. B. C. D. &c. their heirs and assigns for ever; upon this hope, trust & confidence nevertheless in them reposed by the said I. W. that they the said A. B. C. D. &c. and the survivors and survivor of them, and his and their heirs and assigns, and at all times after the ending of the said estates of the said I. W. and Rachel his wife, of and in the said mannors and premises to them above limited, make such grants and conveyances of the same, and dispose, distribute and imploy the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said I. W. by his last will and Testament in writing, (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many witnesses, as aforesaid, shall nominate, declare or appoint; and for and in default of such nomination or appointment, then that the persons trusted, and the survivors and survivor of them, his and their heirs and assigns

shall

shall convey and assure the said mannor and premises, to and on the right heirs of the said I. W. for ever; and as for, touching and concerning all other the said messuages, lands, tenements and premises, residue with the appurtenances, whereof no use is before by these presents limited or declared to the use and behoof of the said I. W. and of the heirs of his body lawfully begotten, and to be begotten; and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their heirs and assigns for ever, upon the like hope, trust and confidence in them reposed, that they the said persons trusted, and the survivors and survivor of them, and his and their heirs and assigns, at all times, from and after such time as the said I. W. shall be dead, without heir of his body, shall make such grants and estates of the said lands, and premises, residue, &c. or any part or parts thereof, and distribute, dispose and imploy the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said I. W. by his last Will and Testament in Writing, to be by him subscribed with his own hand, and sealed in the presence of three or more Witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses as aforesaid, shall nominate, declare, limit and appoint, and for and in default of such nomination or appointment, then that the said person or persons trusted, and the survivors or survivor of them, his and their heirs and assigns, shall convey and assure the same lands & premises, residue with the appurtenances, to and upon the right heirs of the said I. W. for ever. Provided always, and it is fully & plainly covenanted, concluded and agreed, by and between the said Parties to these presents, for them, their heirs and assigns, that it shall be lawfull to and for the said *John W.* and that

the ſaid I. W. ſhall have full power and authority from time to time, and at all times hereafter, at his will and pleaſure, by his Deed or Deeds in writing, to demiſe, grant, and to farm let, all or any the ſaid Mannor, meſſuages, lands, tenements, and hereditaments, and every or any part or parts thereof, as well in poſſeſſion as in reverſion, or in poſſeſſion or in reverſion, unto any perſon or perſons for one, two or three lives, or for any number of years whatſoever, by and under ſuch rents, reſervations, covenants, conditions, limitations and agreements as to him ſhall ſeem meet, or without any rent, reſervation or condition at his will and pleaſure, and that when and as often as any ſuch demiſe, grant or leaſe ſhall be ſo made by the ſaid I. W. of the premiſes, or any part or parts thereof, the ſaid Parties truſted, and every of them, and the ſurvivors and ſurvivor of them, and every of them, and his and their heirs and aſſigns, ſhall ſtand and be ſeized of ſuch part, parts and parcels of the ſaid mannor, meſſuages, farms, tenements, rectory and premiſes, as ſhall be ſo demiſed, leaſed or granted, immediately from and after every ſuch demiſe, leaſe or grant made, to the uſe and behoof of every ſuch perſon and perſons to whom any ſuch leaſe, demiſe or grant ſhall be ſo made, and of their executors, adminiſtrators and aſſigns reſpectively, only for and during the continuance of the eſtate and eſtates, term and terms, intereſt and intereſts, to be limited and expreſſed, in ſuch leaſe, demiſe or grant, under ſuch rents, reſervations, condition and conditions, limitation and limitations, as in or by ſuch leaſes, demiſes or grants ſhall be limited, expreſſed or contained reſpectively, according to the intent, purport, and true meaning of every ſuch demiſe, grant and limitation, and of the reverſion and reverſions, rents and ſervices reſerved, and depend-

ing

ing upon the ſame Leaſes and grants, and alſo after the end and expiration of every ſuch Demiſe, leaſe and limitation to be made, and as the ſame ſhall reſpectively end and determine then from time to time of all and every ſuch part and parts of the premiſſes as ſhall be ſo demiſed, leaſed or limited, as aforeſaid, to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates, with ſuch remainder and remainders over, as are before, herein and hereby limited, appointed and declared, and to none other uſe, intent or purpoſe. Provided likewiſe, and it is further covenanted, concluded, condeſcended unto and agreed by and between the ſaid Parties to theſe preſents, that if the ſaid I. W. do and ſhall at any time or times hereafter, in or by any writing under his ſeal, and by him ſubſcribed with his hand in the preſence of three or more witneſſes, ſignifie and declare that he is minded to alter, change, revoke, determine, fruſtrate, or make void all or any the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his ſaid mind as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, and of no force or effect, onely of, for and concerning all ſuch and ſo much of the ſaid Mannor, Rectory, Farms, lands and premiſes before herein mentioned, whereof he the ſaid I. W. ſhall ſo ſignifie and declare his minde as aforeſaid, and then and from thenceforth this preſent Feoffment and grant ſhall enure and be, and the ſaid A. B: C. D. &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch and ſo much of the ſaid Mannors, lands and premiſes, whereof or concerning which he the ſaid I. W. ſhall ſo ſignifie and declare his minde as aforeſaid, to the only uſe of

such person and persons, and of and for such estate & estates, & with such remainder and remainders there-of over and for, upon and under such conditions and proviſoes, and in such manner and form as the said I. W. shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint, any thing in these presents contained, or any other matter or cause to the contrary thereof in any wise notwithstanding. In witness, &c.

Note,

This precedent Deed was executed with livery and seisin, and attornment, the livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby deviſed to the Major and Commonalty of B. several annuities, to be issuing out of the Lands granted by the precedent, and appointed the same to be imployed to charitable uses, and constituted *Rachel* his wife Executrix, and dyed without issue.

The Executrix proved his will.

THe Sisters and Sisters children of the Donor (as heirs at Law) question the validity of the Deed; whereupon the Major, Commonalty, and Feoffees in trust, exhibite their Bill in Chancery against the coheirs and Executrix, and afterwards the matter coming to hearing, by decree the Deed and uses are confirmed.

A Condition to pay money weekly.

THe Condition, &c. that if the within bound A. B. C. D. E. F. and G. H. or any of them, or the Executors, administrators or assignes of them or any of them, do truly pay or cause to be paid to the within-named M. P. and I. G. or either of them, or to the Executors, administrators or assigns of them, or ei-

either of them, at or in the &c. the sum of 4 l. of, &c. in manner and form following, that is to say, every week weekly on the Saturday, in every week one next and consequentlyensuing another, the sum of two shillings, untill the said sum of 4 l. shall be fully satisfied and paid, the first payment thereof to begin and to be made on Saturday next, being the 20 day of this instant month of *September*, within written, that then, &c. but if default shall be made of or in any of the payments, &c. that then, &c.

A Condition to pay a sum of money, and three years payment given.

THe Condition, &c. that if the within bound I. W. his executors, administrators or assignes, or any of them do truly pay or cause to be paid to the above named I. P. his executors, administrators or assigns, the summe of 7 l. and 10 sh. of good and lawfull money of *England* at or in the, &c. in manner and form following, that is to say, on the third day of *January*, which shall be in the year of our Lord 1632. 50 sh. thereof, on the third day of *Jan.* which shall be in, &c. 1633. 50 sh. more thereof, and on the third day of *January* which shall be in, &c. 1634. 50 sh. residue of the said summe of 7 l. 10 sh. without fraud or delay, that then this &c. but if default shall be made of, or in any of the said payments in part or all, then this, &c.

A Condition to perform Covenants in a lease, and not to seek for a new lease from the chief Land-lord.

THe Condition, &c. that whereas the within named M. H. by her Indenture of Lease, bearing

date the day of the date within written, hath leased unto the within bound E.M. part of a messuage or tenement called the *Peter* and *Paul* situate in *Peter* noster Row, in the Parish of St. *Michael* at *Quern* in *London*, from the Feast of the Nativity of St. *John* Baptist last past, before the date within written, for the term of twenty one years, as by the said indenture of Lease, may appear; if therefore the said E.M. his Executors, administrators and asigns, and every of them, do well and truly observe, perform fulfill and keep all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things, according to the tenor, purport effect, and true meaning of the said Indenture: And further if the said E.M. his executors, administrators nor asigns, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavor or go about to procure, get or obtain any Lease or grant from the Major, Commonalty, and Citizens, of the City of *London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M.H. hath leased unto the said E. M. that then, &c. or else, &c.

A Collateral Condition.

THE Condition, &c. That whereas A. B. and C.D. Citizens and Drapers of *London*, by one obligation of the date within written, are and stand jointly and severally bound to the within named E. F. in 100 l. of, &c with condition for the payment of 50 l. on the, &c. at or in the, &c. as by the, &c. and if in

case

caſe the ſaid A. B. and C. D. and either of them, and either of their executors, adminiſtrators and aſsigns, ſhall make default of and in the payment of the ſaid ſumme of 52 l. to the ſaid, &c. his executors and aſsigns on the day, and at the place of payment thereof aforeſaid, if then the within bound L. M. his executors or adminiſtrators, do well and truly pay, or cauſe to be paid unto the ſaid, &c. the ſum of 52 l. within the ſpace of eight daies next after ſuch default of payment made as aforeſaid, he the ſaid E. F. his executors, or adminiſtrators, upon the receipt thereof, delivering unto the ſaid L. M. his executors or aſsigns, the above recited Obligation uncancelled and undiſcharged, together within an irrevocable, abſolute and ſufficient Letter of Atturney or aſsignment thereof, unto the ſaid L. M. his executors and aſsigns, by and from the ſaid E. F. his executors and aſsigns, and ſealed and delivered in due form of law before two or three ſufficient witneſſes, at the leaſt, that then, &c. or elſe, &c.

A Collaterall Covenant to the ſame effect.

TO all People, to whom this preſent writing ſhall come, A. B. of, &c. ſendeth greeting; whereas F. W. of, &c. hath at the ſpeciall inſtance and requeſt of the ſaid A. B. taken and excepted of one obligation of the date hereof, wherein M. N. O. P. and Q. R. their executors adminiſtrators and aſsigns, ſtand joyntly and ſeverally bound unto the ſaid F. W. in the ſumme of, &c. with condition thereon indorſed for the payment of, &c. at or in the, &c. as by the ſaid obligation and condition may more plainly appear. Now know ye that the ſaid A. B. doth for himſelf, his executors, adminiſtrators and aſsigns, covenant, promiſe and grant to and with the ſaid F. W. his executors and aſsigns by theſe preſents,

that

that if the ſaid M. N. O. P. and Q. S. their executors, adminiſtrators and aſſigns, and every of them ſhall make default of and in the payment of the ſaid ſumme of, &c. unto the ſaid F. W. his executors and aſſigns on the day, and at the place aforeſaid, that then he the ſaid A. B. his executors, adminiſtrators or aſſigns, ſhall and will well and truly pay or cauſe to be paid to the ſaid F. W. his executors or aſſignes, the ſaid ſumme of, &c. on the, &c. next comming after the date thereof, at or in the place, &c. without fraud or delay. He the ſaid F. W. his executors or aſſigns, upon payment thereof, delivering to the ſaid A. B. his executors or aſſigns, the above recited obligations, ſafe, whole, uncancelled and undiſcharged, together with a ſufficient and abſolute aſſigment thereof, or letter of Attorney irrevocable in due form of law, to be made, ſealed and delivered by the ſaid F. W. his Executors or Aſſigns, before two or three ſufficient witneſſes at the leaſt, In witneſs, &c.

A Condition to erect a Barn.

THE Condition, &c. That if the within bound T. S. his executors, adminiſtrators or aſſigns do at or before the Feaſt-day of, &c. next comming after the date within written, at his and their own proper coſts and charges, well, work-man-like, and ſufficiently make, build, erect, ſet up, and fully finiſh, or cauſe to be made, &c. (in all things belonging to the art or trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn with twelve ſeverall bays or rooms in the ſame, of good, new and ſeaſonable timber, and one ſtrong door with 4 windows to the ſame, and the ſaid Barn to contein in length 116 foot of aſſize, & in breadth 22 foot,

foot, and in height eighteen foot of aſſize at the leaſt, and alſo do, at or before the ſaid Feaſt-day of &c. make, or cauſe to be made, at his or their like coſts and charges, within the ſaid Barn ſo to be builded and ſet up, the one half and moity thereof meet & convenient for a ſtable-room, and a ſufficient floor for the ſame moity, upon the main ground, with good, new and ſeaſonable planks of Oaken timber, together with racks and mangers, ſufficient and convenient for the ſame, and do alſo to the other moity of the ſame bays or rooms, make one ſubſtantial floor of ſeaſonable boards, and do likewiſe at his and their like coſts and charges, finde and allow all ſuch nails, as ſhall be needfull to be ſpent and occupied in and about the erecting, ſetting up and finiſhing of the ſame Barn and Stable with floors, racks, mangers, doors, windows and planks, (except if any be excepted) that then, &c. (or you may proceed thus) And the within-named D. E. in conſideration of the premiſes, is to pay unto the ſaid T. S. his Executors or aſſigns 20 l. 10 ſh. of &c. in form following, *viz.* at the enſealing hereof 6 l. 8 ſh. 4 d. thereof, which he hath paid accordingly on the, &c. and at the fully finiſhing of the ſame Barn as aforeſaid, other, &c. in full payment of the ſaid ſum of, &c. that then, &c.

A Condition, that whereas A. B. *hath delivered a Bond and a Letter of Atturney to* C. D. *to recover a debt of &c. the ſaid* C. D. *is bound to re-deliver the Bond or the money.*

THe Condition, That whereas the within bound C. D. the day of the date within written, hath received and had of the within named A. B. one Bond or Obligation, bearing date &c. (and ſo recite the Bond)

Bond) as by the ſaid Obligation and Condition may more plainly appear, which ſaid Bond or Obligation, together with one other writing or letter of Atturney of the date within written, the ſaid A. B. hath delivered to the ſaid C. D. in truſt onely for the recovery and receiving of the ſaid debt of &c. mentioned in the condition of the ſaid obligation, together with coſts, damages and reaſonable intereſt, if any ſhall be, of and from the ſaid &c. his executors or adminiſtrators; If therefore that the ſaid C. D. his Executors, adminiſtrators or aſſigns do at any time hereafter, within the ſpace of one whole year next coming after the date within written, either well and truly pay, or cauſe to be paid to the ſaid A. B. his executors or aſſigns the full ſum of, &c. at or in the, &c. or otherwiſe re-deliver, or cauſe to be re-delivered to the ſaid A. B. his executors or aſſigns, the ſaid Obligation or Bond, and the ſaid letter of Atturney, ſafe, whole, uncancelled and undiſcharged, and in as good condition as he received them, or either of them, (the perils and dangers of the Seas and Pirates only excepted,) within the time and ſpace before limited, that then, &c. or elſe, &c.

A Condition to pay a ſumme of money, at ones return from beyond Sea.

THe Condition, &c. that whereas the within named A. B. the day of the date within written hath paid and delivered unto the within bound C. D. the ſumm of, &c. which ſaid ſumme the ſaid A. B. is contented, that the ſaid C. D. ſhall employ and adventure in a voyage, wherein the ſaid C. D. is bound in the good ſhip called the, &c. unto the *Eaſt-Indies*, upon the condition that the ſaid C. D. his executors, adminiſtrators or aſſigns, ſhall truly pay or cauſe to be

be paid unto the ſaid A. B. his Executors or aſſignes, the full ſumm of, &c. at the return of the ſaid C. D. and the ſaid ſhip, or either of them, which ſhall firſt and next happen from the *Eaſt-Indies* aforeſaid, into the Realm of *England*; If therefore the ſaid C. D. his Executors, adminiſtrators or aſſigns, do or ſhall within one moneth, next after the return either of himſelf, or of the ſaid ſhip, called the, &c. from the *Eaſt-Indies* aforeſaid into the Realm of *England*, well and truly pay or cauſe to be paid to the ſaid A. B. his executors or aſſigns, the ſaid ſumm of &c. of like lawfull money of *England*, without fraud or delay, that then, &c. or elſe, &c.

A Condition for delivery of wool.

THe Condition, &c. That whereas the within bound A. B. for the ſum of &c. to him by the within named C. D. in hand, at the ſealing of this Obligation truly paid, whereof he the ſaid A. B. acknowledgeth the receipt, hath bargained & ſold to the ſaid C. D. one hundred Todd of merchantable wool, good and lawfull, *viz.* at the rate and price of 10 ſh. the Todd, if therefore the ſaid A. B. his executors, &c. do well and truly deliver, or cauſe to be delivered unto the ſaid C. D. his executors, &c. all the ſaid one hundred Todds of wool, ſorted and packed by an indifferent ſworn wool-packer, frank and free at the warehouſe of, &c. on or before &c. without any delay, that then, &c.

Another Condition to deliver certain Todds of Wools.

THe Condition, &c. That if the within bound A. B. and C. D. or either of them, or the executors, adminiſtrators or aſſigns of them, or either of them

do well and truly deliver, and cauſe to be delivered unto the within named E. F. his Executors, &c. the full number or quantity of fourty Todds of good and merchantable wools of the proper ſheeps growth of them the ſaid A. B. and C. D. well waſhed and dryed, and wrought by a ſworn woolman, without cot, combar, gare or refuſe, & to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reaſonable lift to every Todd, on or before the, &c. next enſuing the date within written, at or within the, &c. frank and free of all manner of coſts, charges and payments, there to be demanded without fraud or delay, that then, &c. or elſe, &c.

A Condition for the delivery of Cow-hides.

THe Condition, &c. That if the above bound E. F. his Executors, adminiſtrators aſſigns, or any of them doe truly deliver, or cauſe to be delivered to the above-named G. H. his Executors, adminiſtrators or aſſigns, at or in *Leaden-hall* yard *London*, at or before the, &c. next coming, after the date of the above written, 19 Cow-hides, and one Steer-hide well tanned, and as good merchantable ware, as is uſually ſold in *Leaden-hall* yard aforeſaid, which Hides the ſaid G. H. before the enſealing hereof, hath delivered to the ſaid E. F. to be tanned as aforeſaid, and is to pay upon the full delivery of them to the ſaid E. F. his executors or aſſigns, for tanning of the ſame Hides, the ſum of 3 l. 6 ſh. 8 d. of lawfull money of *England*, that then, &c. or elſe, &c.

A Condition for delivery of Barley.

THe Condition, &c. that if the within bound A.B. his executors and administrators or assigns, or any any of them do well and truly deliver, or cause to be delivered to the within named C. D. his executors, administrators or assigns, at his Barn door, situate, &c. 22 quarters of good, sweet, dry and merchantable barley in form following, *viz.* 12 quarters on and before the, &c. and on or before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

A Condition to make an assurance by a day.

THe Condition, &c. that if the within bound A.B. his heirs executors and administrators, do before the twentieth day of May next comming after the date within written, make or cause to be made unto the within named C. D. and to his heirs and assigns, such a good, sure, sufficient and indefeasible estate of inheritance in the law, to the only use & behoof of the said C. D. his heirs and assigns for ever, or to the use of such person, and his heirs and assigns for ever, as he the said C. D. shall then name and appoint of and in all that messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the law, or by fine & recovery if need shall be or require, or by any other sure or lawfull means, as by the said C.D. or his heirs, or by the assigns of him or them, or by their or any of their Councel learned in the law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue

and

and be unto the said C. D. his heirs and assigns, or to such other person as he the said C. D. shall name and appoint, and his heirs and assignes free, clear and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmless; of, and from all and all manner of former and other bargains, sales, leases, gifts, grants, surrenders, and incumbrances whatsoever, (it need be you may proceed further,) and also if the said A. B. his heirs, &c. do at all times hereafter and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said C. D. his heirs or assignes, do make knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, device and devices, for the better assuring and conveying of the premises unto the said C. D. his heirs and assigns, as aforesaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, release, or by any other ways or means whatsoever, with warranty against the said A. B. his heirs and assigns, and all other claiming by, from or under him, them or any of them, or otherwise without warranty, as by the said C. D. his heirs or assigns, or by his or their Counsell learned at his and their own proper costs and charges in the law shall be reasonably devised and required, that then, &c. or else, &c.

A Condition for the renewing of a Lease, when the Lessee shall come to the age of twenty one years.

THe Condition, &c. that whereas the within bounden R. R. and E. his wife, late wife of the within named T. W. by deed indented, bearing date, &c. have

have demised, granted and to farm letten unto the within named J. G. and A. P. all those Copyhold or customary messuages, lands, tenements, meadows, leasows, pastures, commons, woods, underwoods and hereditaments commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the Mannor or Lordship, and Parish of *woodford* in the County of *Essex*, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assignes: To have and to hold from the, &c. last past, before the date thereof, unto the end and term of forty yeare, from thence next ensuing, and fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the said deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear: if therefore the said R. R. and E. his wife, within one half year, next after that the said E. shall come to & accomplish her full age of 21. years, upon reasonable request made by the said I. & A. or either of them, their executors or assignes at the now, &c. and at the only costs and charges for writing, or otherwise of the said I. and A. their executors and assigns, shall make and seal, and as their deeds deliver to the said I. W. and A. P. their executors or assignes, one Indenture of Lease, of all and singular the said Copyhold or customary messuages, lands, tenements and hereditaments, before by the said deed indented, demised, and of every part and parcell thereof, and which Indenture so to be made, sealed and delivered, shall in all things, and in every covenant, grant and article of the same, agree *verbatim* with the said deed indented, which beareth the date within written, and not otherwise, save only that after the commencement and be-

ginning of the ſame, it ſhall be made to hold and continue the reſt of the ſaid term of fourty years, which ſhall be then to come and unexpired, comprized in the ſaid deed indented, which beareth the date within written, (*viz.*) to continue the reſt of the years, which ſhall be then to come, and no otherwiſe, that then, &c. or elſe, &c.

A Condition to gather Rents, and to yield an accompt thereof.

THe Condition, &c. that if the within bound A. B. or his ſufficient Deputy, do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and ſingular the rents, revenues, emoluments, perquiſits of courts, iſſues and profits whatſoever, of or belonging to the Lordſhip or Mannor of, &c. and of all the members and parcels of the ſame, at the Feaſts of, &c. yearly during the ſaid term, and alſo the ſame rents, &c. and all the money thereof comming, hereafter to be comming of the ſame, and every or any part thereof, well and truly content and pay to the within named C. D. at the Feaſts of, &c. yearly, and alſo do from time to time, as often as he ſhall be thereunto required, by the ſaid C. D. his heirs, executors or aſſignes, make, render and deliver to the ſaid C. D. his heirs or aſſignes, a juſt, true and perfect accompt of all the ſame rents, revenues and other the premiſes, and of all the arrerages thereof, (if any be,) do at the end of every ſuch accompt made, make juſt and true payment to the ſaid C. D. his heirs or aſſignes, and further do well and truly adminiſter, ſerve and execute all precels to him to be directed from the Stewards and Officers of the ſaid C. D. his heirs or aſſignes, concerning the premiſes, or any part thereof, and moreover do, during

ring all the said term, demean and behave himself as an honest and true Bayliff ought to do, &c. or else, &c.

A Condition of a Deputy rent-gather to give accompt for the Receipt of Rents.

THE Condition, &c. that whereas the within bound A. B. retained (to and with the within named R. C.) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, comming or growing out of the Mannor of *Finsbury*, in the County of *Middlesex*, and of lands, rents and tenements belonging to the Major, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said mannors, lands, rents and tenements, for term of years yet to come, if therefore the said A. B. do well and truly behave himself in the said room or office of Rentership, for the Collection of the said Rents and Profits of the said Mannors, Rents, lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use and behoof of the said Major, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said R. C. if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and ingrosse the same accompt; and also if the said A. B. during the life of the said R. D. do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R. C. in and to that office, called the Rentership of *Finsbury*, and further do from time to time, clearly acquit, discharge or save and keep harmless the said

R.C. his executors administrators and assigns and every of them, against the Major, Aldermen, Commonalty and Citizens of the City of *London*, and against all and every person and persons, to whom it may or shall of right in that behalf belong, that then, &c. or else.

A Condition to make a true accompt of ones Bayliffship.

THe Condition, &c. that whereas Sir H. H. Knight and Barronet, chief Justice of the Common-Pleas, Sir I. D. Knight Chancelor of the Dutchy of *Lancaster*, T. N. Esquire, Surveyor General, do stand and are possessed amongst other things, of the Mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the only use of C.P. have by the commandment and warrant of the said C. P. by deed under his hand and seal, constituted and appointed the within bound H.L. to be Bayliff of the mannor of *westham* aforesaid, and Collector of the rents and revenues, Perquisits, and profits there, during the pleasure of the said C.P. If therefore the said H.L. by himself for his sufficient Deputy or Deputies, his or their executors or assignes do and shall from time to time, for and during their continuance and exercise of and in the said place or office demean himself and themselves therein, without voluntary concealment, deceipt or fraud towards the said C.P. and do and shall yearly during such his and their continuance & exercise as aforesaid, at the audit & audits to be held & kept for the said C.P. yield & make just and true accompt to and before the said Auditors, for the time being of the said mannor and premises, and thereupon make payment and satisfaction to the said C.P. his officer or officers, in that behalf

to be authorized and appointed, to and for the said C. P. his use, at or before every such audit or audits of and for all and every such rents, sum and sums of money, and other issues, revenues, goods, chattels, perquisits and profits, as then shall come to the hands of the said H. L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withall to the said C. P. his use, for or by means of in respect of the said office or place, that then, &c. or else, &c.

A condition for payment of a sum of money within three dayes after request, if the Obligee may not enjoy a mes-suage.

THE Condition, &c. That whereas the within bound C. D. by a deed bearing date within written for the consideration therein, hath assigned and set over unto the within named A. B. one Indenture of lease, bearing date, &c. made and granted to him the said A. B. by one, &c. of a Messuage or tenement, with the appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his estate, right, title, interest and term of years to come, in and to the same messuage or tenement, and other the premises by the said Lease demised, as by the said poll, deed or writing more at large appeareth, if therefore the said A. B. his, &c. paying the said rent, and performing the said covenants and duties in the said Leale conteined on the tenants part, from and after the, &c. to be paid and performed shal not or may not peaceably & quietly have, hold and enjoy the said messuage or tenement, with the appurtenances, for and during all the residue of the said term, without any let, trouble, interruption, of or by the said, &c. then if the said C. D. his executors, &c. do with-

within one month next after notice thereof to him or them to be given by him the said A. B. his, &c. well and truly repay or cause, &c. to the said, &c. his executors or assigns, the summe of, &c. of, &c. the said A. B. then also re-delivering and re-assuring unto the said C. D. his executors, &c. the said Indenture of Release, safe, and uncancelled, and all his estate interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A. B. his, &c. together with the poll deed aforesaid, that then, &c. or else, &c.

A Condition to bring an Inventory into the Prerogative Court by a day.

THe Condition, &c. that if M. H. wife of I. H. while he lived, of the Parish of, &c. do make or cause to be made, a true and perfect inventory of all and singular the goods, chattels and debts of the said I. H. and the same so made, to exhibite or cause to be exhibited into the Perogative Court of *Canterbury*, the, &c. and the said goods, chattels and debts do well and truly administer (*viz.*) do pay the debts of the said deceased, which he did owe at the time of his decease, so far as the said goods, debts and chattels will thereunto extend, as the said law will charge her; and further do make, or cause to be made a true and perfect account of and upon the said administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Perogative Court of *Canterbury* for the time being, shall distribute and dispose, as by the same Judge shall be limited

nited and appointed; and if hereafter there shall appear any lawfull Testament or last Will made by the said deceased, and the executor or executors therein named do exhibite the same, making request to have the same approved of accordingly, then if the said administratrix after lawfull request to her made, do render and deliver into the said Court the said letter of administration to her committed without delay, and fully, do at all and every time and times hereafter clearly acquit, discharge or save harmless the within-named &c. and all other the Officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title, or interest to the said goods, chattels and debts, that then, &c. or else, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THE Condition, &c. that if the within bound A. B. his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, sue, molest or trouble the within named C. D. his heirs, executors, administrators or assigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to E. F. of, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or things whatsoever, had, moved, stirred, depending or being between the said A. B. and C. D. before the date within written, that then, &c. or else, &c.

A Condition for the assurance of mortgaged Lands, after default of Redemption.

THE Condition, &c. that whereas the within bound A. B. and C. his wife by their deed indented, bearing date the within written, have given, granted, bargained and sold unto the within named D. E. his heirs and assigns for ever, all that messuage or tenement with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said A. B. his heirs, executors, administrators or assignes, or any of them, do well and truly pay or cause to be paid unto the said D. E. his executors administrators or assignes, the summe of, &c. that then the aforesaid gift, grant, bargain and sale of the premises, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein contained, more plainly at large appeareth: if therefore the said A. B. his heirs, executors, administrators and assignes, shall make default of or in the payment of the said summe of, &c. on the said, &c. then if the said A. B. and C. his wife, and their heirs, and all & every other person and persons, and their heirs, having or lawfully claiming to have, any lawfull right, title or interest, of, in or to the said messuage or tenement, or other the premises with the appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times, after such default of payment of the said summe of, &c. in form aforesaid had and made, upon the reasonable request, and at the only costs and charges in the law of the said D. E. his heirs and assignes, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, all and every

such

such further lawfull and reasonable act and acts, thing and things, devise and devises in the law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said waies or means, as the said D. E. his heirs and assigns, or his or their counsel learned in the law shall be reasonably advised or devised for the further assurance, sure making and conveying of the premises, and of every part and parcel thereof, to be had and made sure unto the said D. E. his heirs and assignes for ever, absolutely, without any manner of condition or mortgage, that then, &c. or or else, &c

A Condition to acknowledge a Statute by a day.

THe Condition, &c. that if the within bound A. B. and one R. L. of &c. do upon or before, *&c.* seal and subscribe one recognizance or writing obligatory, to be made according to the form of the Statute lately made and provided for recovery of debts, wherein and whereby the said A. B. and R. L. shall stand bound to the within named T. W. in the summe of, *&c.* payable at some Feast soon after the date of the same writing, and the same so sealed and subscribed, do upon or before, *&c.* in lawfull and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such writings by the Statute, or in their absence, out of the term before the Major of the Staple at *Westminster*, and the Recorder of the City of *London* for the time being, and the same so acknowledged and sealed, to deliver or cause to be delivered to the said T. W. at his now dwelling house, situate, *&c.* upon or before the, *&c.* safe, whole and uncancelled, to the end that a pair of defeazances may be thereupon made, that then, *&c.* or else, *&c.*

A

A Condition to meddle with the Executorship upon assignment thereof.

THe Condition, &c. that whereas the within bound T. T. hath assigned and committed all his right of Executorship of the Testament and last Will of Sir I. late deceased, unto the within named R. B. and hath fully for his part authorized, licensed and assigned the said R. onely to do all and every thing and things, by himself and his assigns, concerning the execution of the said last Will and Testament, Therefore if the said T. T. shall not intermeddle with the administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said R. his heirs or executors, but shall at all times hereafter, and from time to time permit and suffer the said R. B. his executors and assigns, to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said R. B. to be administred, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said T. T. of the said Testators, which is, or are to be administred as shall be thought good by the said R. B. And further if the said T. T. his heirs or executors do not discharge any debts of the said Testators, without the consent of the said R. B. his executors or administrators, nor any action which the said R. B. or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, that then, &c. or else &c.

A condition not to do any act as Executor, without consent of his co-executor.

THE Condition, &c. that whereas one C. B. late of N. deceased, by her Testament and last Will, named, ordained and constituted the within bound M. B. and the within named N. I. to the executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said M. B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C. B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N. I. that then, &c.

A condition to procure one to seal an acquittance by a day, and to save harmless.

THE Condition, &c. that whereas the within named A. B. hath the day of the date within written, paid and delivered to the within bound C. D. for and to the use of L. O. now Resident in *France*, in the parts beyond the Seas, the sum of &c. if therefore the said C. D. his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his deed to the use of the said A. B. his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawfull acquittance, testifying the receipt of the said summe of, &c. and also if the said C. D. his executors, administrators or assigns, do deliver or cause to be delivered to the said

said A.B. his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as beforesaid, and certified under the hands of the same witnesses, whole, uncancelled and undefaced, at or before, &c. and also do in the mean time save and keep harmless the said A. B. his heirs, executors and administrators and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, against the said L. O. his executors, administrators and assigns, and every of them, of and for the same sum of, &c. and every part thereof, and of and from all actions, suits, costs, charges, damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

A Condition to acknowledge satisfaction of a judgement.

THE Condition, &c. that whereas the within bound A. B. in *M.* term now last past, hath obtained against the within named L. O. in the Court commonly called, &c. a judgement in an action of debt, as by the Records in the said Court remaining, &c. If therefore the said A.B. do in *Easter*-term now next ensuing, at the costs and charges of the said L. O. cause satisfaction to be acknowledged and entred upon Record in full discharge of the same judgement, that then, &c. or else, &c.

A Condition to procure two to seal releases for legacies, and to save harmless.

THE Condition, &c. that whereas R. B. late Citizen and Haberdasher of *London*, and brother to the above bound W. B. in and by his last Will and Te-

Teſtament, did give and bequeath unto W. B. and F. B. Sonnes of the aforeſaid W. B. their Father 40 l. apeece legacies to be paid, as in and by the ſaid laſt Will and Teſtament of the ſaid R. more at large appeareth: and whereas alſo the above named M. H. the now husband of R. the late widdow and executrix of the ſaid R. B. before the enſealing hereof, at the earneſt requeſt and deſire of the ſaid W. B. the father hath paid unto the ſaid W. to and for the uſe and behoof of the ſaid W. and F. his Sonnes, the ſaid legacies of 40 l. apeece in lawfull *Engliſh* money, the receipt whereof the ſaid W. B. the father, doth hereby acknowledge and confeſs: If therefore the ſaid W. B. the father, or above bound T. D. and W. F. or any of them, their or any of their executors, adminiſtrators or aſſigns, within twenty eight daies next after that the ſaid W. and F. B. Sons of the ſaid W. B. the father, ſhall ſeverally attain their ſeveral ages of 21 years, ſhall give and deliver unto M. H. his executors, adminiſtrators or aſſignes, good, lawfull and ſufficient releaſes or acquittances, under the hands and ſeals of the ſaid W. and F. the Sonnes of the ſaid W. of and for the ſaid legacies of 40 l. or elſe do in the mean time, and alſo at all times afterwards acquit and diſcharge, or elſe ſave and keep harmleſs, and indemnified the ſaid M. H. his executors and adminiſtrators, from and againſt the ſaid W. and F. B. the Sonnes, of and for the ſaid legacies, and alſo of and from all actions, ſuits, troubles, coſts, charges, and damages, that ſhall be commenced, proſecuted or any way happen to or againſt the ſaid M. H. his executors, adminiſtrators or aſſigns, for or concerning the ſaid legacies by the ſaid W. and F. or either of them, or any other perſon, for, by or under them, or either of them, that then, &c. or elſe, &c.

A

A Condition that a woman shall release her dower.

THe Condition, &c. that if L. O. of W. widdow, late wife of T. O. of, &c. do before the, &c. by her writing under her hand and seal, remit, release & quit claim unto the within named R. O. such estate, right, title, interest, claim and demand whatsoever, which she the said L. O. hath, may, might, should or of right ought to have, in or to all or any part of the lands, tenements, and and hereditaments which were the inheritance of the said W. O. her Husband deceased, or any part thereof, for or by reason of her dower, or of any joynture heretofore made, or by reason of any other right, title or means whatsoever, at any time before the date hereof, come, grown or accrewed and also if the said within bound A. B. his executors, administrators or assigns do before the, &c. leave and deliver, or cause to be left and delivered to and for the said R. O. at, &c. the said writing or release sealed and delivered as aforesaid, being certified under the hands of two or three sufficient witnesses, safe, whole, uncancelled and undefaced, that then, &c. or else, &c.

A Condition to suffer a mans wife to make her will.

THe Condition, &c. that whereas the within bound A. B. shall shortly by Gods grace, marry and take to wife, C. D. late the wife of E. F. deceased, and by reason and means of the said marriage, he the said A. B. shall be greatly preferred and advanced in substance and riches, in consideration whereof, if so be that the said A. B. after marriage had and solemnized, between him and the said C. D. do quietly permit and suffer the said C. D. (if she fortune to decease before

fore the ſaid A. B.) to declare and make her Will in writihg, or otherwiſe by word of mouth, and in the ſame to give, will and bequeath, or otherwiſe to aſſigne and diſpoſe of, at her free will and pleaſure, to and amongſt her kindred, friends and acquaintance, or to any of them, or to any other perſon or perſons, as to her ſhall be thought meet and convenient, the ſumme of, &c. of, &c. And further, if the ſaid A.B. his executors adminiſtrators or aſſigns, or any of them, upon reaſonable requeſt to him, them or any of them, to be made, by any ſuch perſon or perſons, to whom the ſaid C. D. ſhall ſo give and bequeath any ſuch ſumme or ſummes of money, extending no further then to the ſaid ſumme or value of, &c. as is aforeſaid, do well and truly pay or cauſe to be paid, all and every the ſaid ſeveral ſum and ſums of money, gifts and requeſts, ſo to be given and bequeathed by the ſaid C.D. and in ſuch manner as ſhall be by her appointed; that then, &c. or elſe, &c.

A Condition to marry one by a Day, or elſe pay a ſumme of money.

THe Condition, &c. that if the within bound, A. B. do on or before the, &c. of, &c. lawfully eſpouſe, marry and take to wife one E. K. the daughter of, &c. if ſhe the ſaid E. will thereunto aſſent and agree, and the Eccleſiaſticall laws permit and ſuffer the ſame: but in caſe it ſhall happen the ſaid E. K. and A.B. and either of them to die or deceaſe before ſuch marriage had and ſolemnized as aforeſaid, then if the ſaid A. B. his executors, adminiſtrators and aſſigns, do well and truly pay, &c. to the ſaid E. K. her executors or aſſigns the ſumme of, &c. on, &c. at, &c. that then, &c. or elſe, &c.

A Condition to be a true Priſoner.

THe Condition, &c. that if I. H. Merchant of St. *Lucas*, which now is in the Priſon of the Common-wealth of *England*, under keeping of the Sheriff within written, as well by reaſon of writ of, &c. of the Statute of the Staple, containing the ſumme of, &c. as alſo for other certain actions, cauſes and ſuits on the behalf of R. S, &c. moved and commenced, be from henceforth a true and faithfull Priſoner, tarrying and remaining with the ſaid Sheriff and his Deputies till the ſame I. H. be fully diſcharged and acquitted of the ſaid actions, and then content and pay to the ſaid Sheriff, &c. all and ſingular coſts, charges, fees and other duties, in ſuch caſes heretofore accuſtomed to be paid, that then, &c. or elſe, &c.

A Condition to ſave harmleſs for being bound for the appearance of a man.

THe Condition, &c. that whereas the within named O. P. at the ſpeciall inſtance, requeſt and deſire of the within bound Sir E. G. by one obligation bearing the date within writen, ſtandeth bound joyntly and ſeverally with the ſaid Sir E. G. and the within bound A. M. unto R. H. and H. H. Sheriffs of the City of *London*, in the ſumme of, &c. of, &c. with a condition there under-witten, for the appearance of the ſaid Sir E. G. before the Juſtices of the Court of Common-pleas at *weſtminſter*, on, &c. next, &c. to anſwer to C. G. of a plea of treſpaſs, as by the ſame obligation and condition thereof more at large appeareth; if therefore the ſaid Sir E. G. do according to the tenor and true meaning of the obliga-

tion

tion, and condition above recited, appear before the said Justices of the said Court &c. on the day in and by the condition of the said obligation limited and appointed for his appearance, to answer unto the said C. G. of a plea of trespass. And also if the said Sir E. G. his Executors and administrators, and every of them do from time to time, and at all times hereafter freely and clearly acquit, discharge, or save and keep harmless the said G. P. his heirs, &c. and his and their goods, and every of them, against the said Sheriff of the City of *London*, and against all other persons whatsoever, of and for the said Obligation and condition above recited, and penalty in the said obligation contained, and every part and parcel therof, and of and from all actions, suits, judgements, executions, condemnations, damages and demands, touching or concerning the same, that then, &c. or else, &c.

A Condition wherein the Factor is truly bound to serve the Merchant and no other.

THe Condition, &c. that if the within bound I. O. do from the day of the date within written, unto the end and term of four years from thence next ensuing, and fully to be compleat & ended, well, truly and faithfully serve the within-named L. S. and his assigns in the trade and traffick of merchandizes, as well in this Realm of *England*, as in any other parts beyond the seas; and also if the said I. O. at all times hereafter, and from time to time during the said term of four years, upon the reasonable request of the said L. S. his Executors, administrators or assigns to be made to the said I. O. do make, yield and deliver unto the said L. S. and his assigns, as from any other person or persons, by his or their assigns, notes and rest of all such summ and summs of money, as shall

appear upon the foot of every ſuch attempt or reckoning, as ſhall be ſo yielded, made and delivered by the ſaid I. O. to the ſaid L. S. his executors, adminiſtrators or aſſigns, in form aforeſaid; and further, if the ſaid I. O. at any time hereafter, during the ſaid term of four years, as the ſaid I. O. ſhall be Factor, Doer or Agent to the ſaid L. S. and his aſſignes by any manner of waies or means, do not traffique or merchandize, or the affairs or buſineſs of any manner of perſon or perſons whatſoever, other than the ſaid L. S. and his aſſigns, without the ſpecial licence, conſent, will, knowledge and agreement of the ſaid L. S. his executors, adminiſtrators or aſſigns, thereunto firſt had and obtained in writing, under his and their hand and ſeal, that then, &c. or elſe, &c.

A Condition to pay uſe for Orphanage or Legacy-money belonging to Orphans.

THE condition, &c. whereas the within bound A. B. and C. D. on the day of the date within written, have in their hands, poſſeſſion and cuſtody, the ſumme of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto E. F. and G. H. Children and Orphans of I. K. late Citizen and Grocer of *London* deceaſed, for the ſure payment whereof at ſuch time or times, as the ſaid Orphans ſhall be ſeverally capable of their ſeveral portions, according to the cuſtome of the City of *London*, or according to the daies and times limited in the Teſtament and laſt Will of the ſaid I. K. father of the ſaid E. F. and G. H. the ſaid A. B. and C. D. with other ſureties ſtand obliged and bounden by recognizance, taken and acknowledged in the Orphans Court of the City of *London*, to the Chamberlain of the ſaid City for the

the time being, in certain competent penalty or certain penalties, according to the cuſtome of the ſaid city: and whereas the charge, education, keeping and bringing up of the ſaid Orphans, is committed unto the ſaid I. K. and S. his wife, Mother of the ſaid Orphans; if therefore the ſaid A. B. and C. D. or either of them, or the executors adminiſtrators or aſſignes of them or either of them, do every year yearly, during ſo long time as the ſaid ſumme of, &c. or any part thereof ſhall continue and be in the uſe and occupation of them the ſaid A. and C. or either of them, or of the executors, adminiſtrators or aſſignes of them or any of them, do well and truly pay or cauſe to be paid to the ſaid I. K. his executors or aſſignes, for and towards the charge and education of the ſaid Orphans, or of ſuch of them as ſhall longeſt continue, and be in his or their Orphanage or minority, for the uſe, loan or occupation of the ſumme of, &c. or of ſuch part thereof, as ſhall longeſt continue and be in the uſe, poſſeſſion or occupation of them the ſaid A. B. and C. D. or either of them, or the executors or aſſignes of them or any of them, after the rate and allowance of 6 l. 13 ſh 8. 4d. of, *&c.* for every hundred, and ſo after that rate for a leſſer ſumme, as the cauſe ſhall require, the ſame allowance to be paid quarterly, at the Feaſts of, *&c.* yearly by equall portions, at or in the, *&c.* that then, *&c.* or elſe, *&c.*

A Condition for the executing of a Goaler-ſhip.

THe Condition, that if the within bound I. W. his executors or aſſignes, do well and truly execute and uſe the office of Goaler-ſhip in the County of E. and alſo do well, ſurely and ſafely keep all and every ſuch perſon & perſons, now being in the priſon

of the Common-wealth of *England*, in the ſame County of E. or that hereafter ſhall be committed to the ſaid Goal, or to the ſaid I. W. and further that if the ſaid I. W. his executors or aſſigns, at his or their proper coſts, do ſafely carry, bring and recarry all perſons in the ſaid Goal now being, or that at any time hereafter ſhall be priſoners there, to any ſuch place or places as the ſaid Sheriff, or his aſſigns ſhall appoint or name within the ſaid County of E. and furthermore be truly and diligently attending, aiding and aſſiſting the ſaid Sheriff & his under-Sheriff and Deputies, at all and every time and times, when any execution ſhall be done, within the ſaid County, to and upon any perſon or perſons, attainted or to be attainted for treaſon, felony, murther, or hereſie, or otherwiſe, or for any other cauſe, unto the end of the execution. And further if the ſaid I. W. his executors and aſſigns, do diſcharge and ſave harmleſſe the ſaid Sheriff, his heirs, executors, adminiſtrators and aſſigns, againſt the Common-wealth of *England*, and againſt all and every other perſon and perſons, and from all manner of eſcapes, damages and loſſes, fines, iſſues, and amerciaments, which by the negligence or otherwiſe of the ſaid I. W. his executors or aſſignes, that the ſaid Sheriff ſhall or may in any wiſe be charged or incumbred, or ought to be charged by the Law, by reaſon of the office of the Sheriffwick of the ſaid County, from time to time, and do content and pay to the ſaid Sheriff, his heirs, executors or aſſigns all ſuch ſumme and ſumms of money, as the ſaid Sheriff, his heirs, executors or aſſignes ought to pay to the Common-wealth, or to any other perſon or perſons, to be due to the ſaid Sheriff, by reaſon of the ſaid Office of Goalerſhip, that then, &c. or elſe, &c.

A Condition for the re-assurance of Lands.

THe Condition,&c. that if the within bound A.B. his heirs, executors, administrators and assigns, and every of them do from time to time, and at all times hereafter, upon the reasonable request, at the costs and charges in the law of the within named C.D. make, knowledge and suffer unto the said C.D. his heires or assignes, or unto such other person or persons as he or they shall name or appoint, all and every such lawfull and reasonable act and acts, thing and things, devise & devises in the law, as by the said C.D. his heirs or assigns, or by his or their Councel learned in the law shal be reasonably advised or devised, for the assurance and conveying unto him the said C. D. his heirs and assigns for ever, absolutely without any manner of condition or mortgage, all such tenements, lands, meddows, leases, pastures & hereditaments whatsoever, with all & singular their appurtenances, situate, lying and being in,&c. all which,&c. now are, or late were in the tenure or occupation of, &c. or his assigns and sometime were in the tenure of, &c. or his assigns, which said lands, tenements, meddows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A.B. and his heirs by W.M. of,&c. as by an Indenture thereof made between the said W. M. on the one part, & the said A.B. on the other part, bearing date the,&c. last past before the date within written, more plainly at large it may appear: And also if the said lands, tenements, meddows, leasoes, pastures, and hereditaments, and all and singular other the premises, with th'appurtenances, now be and at all times hereafter shall be free and clearly discharged, or otherwise sufficiently saved and kept harmlesse by the said A. B. his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heires or assignes, that then, &c. or else, &c.

A Letter of Atturney conteined in the latter end of an Indenture:

AND furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esquire, and T. W. Gent. their true, sufficient and lawfull Atturneys, joyntly & severally for them, and in their names and stead, into & upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof, in the name of the Whole to enter, and peaceable and quiet possession and Seisin thereof, for them and in their names to take, and after such possession and Seisin thereof had or taken as aforesaid, for them and in their names, stead and places peaceable and quiet possession, livery and Seisin of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heires or assignes, or his or their certaine Atturney in that behalf, ratifying, allowing and confirming all and whatsoever their said Atturney, or either of them, shall do or cause to be done in or about the premisses by these presents. In witnesse, &c.

A Release of a Proviso.

KNow all men by these presents, that I B. C. of &c. for divers good causes and considerations me hereunto moving, have remised, released and quit-

quit-claimed, and by theſe preſents for me, my executors, adminiſtrators or aſſignes, do remiſe, releaſe and for ever quit-claim unto L. M. of, &c. his heirs, executors or aſſignes' as well one proviſo or condition and all and every the ſumm and ſumms of money, ſpecified in the ſame proviſo or condition, contained and compriſed in one pair of Indentures of bargain and ſale, bearing date the, &c. in the, &c. made between me the ſaid B. C. of the one party, and the ſaid M L. of the other party, as alſo all and all manner of actions and ſuites, cauſe and cauſes of actions and ſuits, for or concerning the ſaid proviſo, in witneſſe, &c.

A Releaſe of a Covenant mentioned in an Indenture of Leaſe.

TO all, &c. A.B of, &c. ſendeth greeting. Whereas in and by one Indenture of leaſe, bearing date, &c made betweene E.B. of th'one party and the ſaid. A.B of th'other party, there is conteined a Covenant in theſe words following, *viz.* (reciting the Covenant *verbatim* as therein conteined;) whereunto relation being had, it doth and may more at large appear; now know ye, that I the ſaid A.B. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents for me, my executors and adminiſtrators, do fully and clearly remiſe, releaſe and quit-claim unto the ſaid E. B. his executors and aſſignes, the ſaid covenant, grant, clauſe, agreement and article, before rehearſed and mentioned, and all and every other matter, thing and things ſpecified, declared and conteined in the ſame covenant, clauſe and agreement, and all the benefit, profit, advantage & commodity, that by any manner of means

may or might ariſe, grow, come or happen to me the ſaid A B. for or by reaſon, or touching or concerning the ſame covenant, clauſe, article or agreement or any word, ſentence, matter, thing or things therein conteined, ſo that the ſaid E B his executors and aſſigns, and every of them, from henceforth for ever ſhall be clearly and fully acquitted, releaſed and diſcharged againſt me the ſaid E.B. my executors and adminiſtrators, and every of us, of from, and for the ſaid covenant, grant, clauſe, article and agreement, before rehearſed, and of and for every thing & things touching or concerning the ſame, & that this preſent releaſe ſhall not in any wiſe extend to any other covenant, clauſe or article before rehearſed, for and during the ſaid term, &c. In witneſs, &c.

A *bargain and ſale of woods.*

THis Indenture, &c. between, &c. witneſſeth, that the ſaid I. M. for the conſiderations hereafter in theſe preſents expreſſed, hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid F.M. all thoſe woods, underwoods and trees whatſoever, ſtanding, growing, lying or being, in and upon all that wood and wood-ground, called or known by the name of, &c. in the County of, *&c.* parcel of the mannor of, *&c.* in the ſame County (except and always reſerved) out of this preſent bargain and ſale, unto the ſaid I M. his heirs and aſſigns, 50 trees of Oake to be taken and marked by the ſaid I. M. or his aſſigns, in ſuch manner as hereafter in theſe preſents is expreſſed, *viz.* It is agreed between the ſaid Parties to theſe preſents, and either of them ſeverally for himſelf, his executors and adminiſtrators, covenanteth and granteth to *&* with the other of them, his executors and adminiſtrators, that the ſaid F.M. ſhall

or

or may first chooſe ten Oaks, and after the ſaid I. M. to chooſe ten other, ſo either of them one after another ten oaks, until the ſaid I.M. or his aſſigns, have made choiſe of the ſaid number of 50 trees before excepted, in conſideration of which ſaid bargain and ſale, the ſaid F.M. doth covenant, &c. to and with the ſaid, &c. that he the ſaid F.M. his, &c. ſhall well and truly pay, &c. unto the ſaid I.M. his, &c. the ſumm of, &c. on the, &c: at, &c. and further the ſaid I.M. doth covenant, &c. to and with, &c. that it ſhall and may be lawfull, to and for the ſaid I.M. his executors and aſſigns, at all ſeaſonable times of the year, after choice made by the ſaid I.M. or his aſſigns, to the ſaid 50. trees to him excepted, as aforeſaid, during the ſpace of, &c. nexr enſuing the date hereof, to fell, cut down and carry away the ſaid woods, underwoods and trees before by theſe preſents bargained and ſold, and every of them, except before excepted, and likewiſe the ſaid F.M. doth covenant, &c. to and with, &c. that he the ſaid F.M. his executors or aſſigns, ſhall and will at every felling, of which he or they ſhall make of the ſaid woods, underwoods or trees, leave ſtanding or growing, ſo many ſtaddles & ſtoriers, as by the laws and ſtatutes in that caſe provided, are or ought to be left, for and in recompence of which ſtaddles and ſtoriers ſo to be left, the ſaid I. M. for him his executors and adminiſtrators, doth covenant, promiſe, grant and agree to pay or cauſe to be paid, upon reaſonable requeſt unto the ſaid F.M. his executors or aſſigns, ſo much mony, as by two perſons whereof the one to be choſen by the ſaid I.M. th'other by the ſaid F. M. ſhall be thought reaſonable, and by them limited and appointed: And furthermore the ſaid I.M. doth covenant &c. to and with, &c. that if the ſaid F.M. his, &c. do pay, &c. unto the

ſaid

ſaid I.M. his, &c. the ſaid ſumm of, &c. at the days, time and place before limited for the payment thereof, and in ſuch manner and form as aforeſaid, that then one recognizance, in the nature of a Statute Staple, bearing date, &c. taken and knowledged, &c. wherein the ſaid F.M. ſtandeth bound to the ſaid I.M. in the ſumm of, &c. ſhall be utterly voyd and of none effect. In witneſs, &c.

An aſſignment of an extent upon a Statute.

THis Indenture made the, &c. between T C. of, &c. of th'one party, and Sir L. L. of, &c. and L.B. of, &c. of th'other party, witneſſeth that whereas T.R. of, &c. R R. of, &c. and R.B. of, &c. by their recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themſelves to owe to ſaid T O. the ſumm of, &c. payable, as in and by the ſaid Satute or Recognizance more at large appeareth. And whereas alſo certain writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriffe of the County of Yorke, by vertue of which writ ſo directed into the county of Yorke, the ſame then Sheriff did extend all that the mannor or capitall meſſuage, &c. in the, &c. and divers lands, tenements, &c. as in and by an inquiſition thereof, had and taken by the ſaid Sheriffe, at R. in the County of Yorke aforeſaid, bearing the, &c. then laſt paſt, annexed to the ſaid writ of extent, and remaining of Record in the high Court of Chancery, more at large doth and may appear; and whereas alſo afterward Sir M. W. Knight then Sheriff of the ſaid County of York by vertue of a Writ of Liberate, likewiſe directed

rected to the said Sheriff, hath delivered possession and seizin of the said mannor or capitall messuage, and of and in divers lands, tenements, meddows, feedings and pastures with their appurtenances in M. aforesaid in the said County of York, &c. unto the said T.O. to have and to hold the said recited premisses in the said writ mentioned unto him the said T.O. and his assigns as his free-hold, untill the said debt of, &c. with costs, charges and damages, should be of the said mannor, lands and tenements so extended and delivered should be paid, as in & by the said Writ of Liberate remaining of Record in the high Court of Chancery more at large appeareth. Now this Indenture further witnesseth, that the said T. O. for and in consideration of a competent summ of good and lawfull money of England to him in hand, at and before th' ensealing and delivery of these presents by the said Sir R L and L.B. well and truly contented and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid, and thereof and of every part & parcel thereof, doth clearly quit, exonerate and discharge the said Sir R.L. and L B. their heires, executors, administrators, and every of them, for ever by these presents hath given, granted, bargained, sold, assigned, and set over, and by these presents doth fully, clearly, and absolutely give, grant, bargain sell, assign and set over unto the said Sir R.L. & L.B. their exeecutors, administrators and assignes, all the estate, right, title interest, property, claim and demand whatsoever, which he the said T.O. now hath or had, or may, might or ought to have, of, in or to the said mannor or capital messuage, lands, tenements hereditaments and premisses in M. aforesaid, and of, in and to the moyety &c. and of, in and to every part and parcel thereof with th' appurtenances, by force and vertue of the said

ſaid extent, inquiſition and Liberate aforeſaid, and every or any of them, or in them, or any of them conteined, to have and to hold, occupie, poſſeſſe, receive, take and enioy the ſaid mannor of M. the ſaid moyety of, &c. and all and ſingular other the premiſſes before mentioned, with their appurtenances, together with all rents, iſſues, profits, commodities and advantages thereof whatſoever unto the ſaid Sir R.L. and L.B. their heirs and aſſigns, to the only proper uſe and behoof of them the ſaid Sir R.L. and L.B. their heirs and aſſignes for ever, for and during the term and continuance of the ſaid Extent, untill the ſaid ſumm of, &c. with the coſts, damages and charges be out of the ſaid mannor and other the premiſſes extended as aforeſaid, fully ſatisfied, contented and paid, as is aforeſaid. In witneſs, &c.

A Condition for finding Apparel for an Apprentice by his friends.

THe Condition, that whereas I.R. ſon of the within bound E.R. by his Indenture of Apprenticeſhip, bearing date, &c. laſt paſt, before the date within writen, hath put himſelf Apprentice to the within named H.S. to the Art which he now uſeth, and with him to ſerve and dwell after the manner of an Apprentice, from the day of the date of the ſame Indenture, for and during the term of eight years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear: and whereas it is intended and agreed upon by and between the ſaid E.R. and H.S. that he the ſaid E.R. his executors or adminiſtrators, or ſome of them ſhall from time to time, and at all times, during the ſaid term of eight years, finde and provide to and for the ſaid I.R. good, ſufficient and neceſſary rayment and apparel, as doublet, hoſe, ſhoes, ſtockings, ſhirts, bands,

bands, cloak, hat, and all things needful and convenient for such an Apprentice: if therefore the said E. R. his executors, administrators or assigns, do and shall yearly, and every year at or before the Feast of *Easter*, during all the said term of, &c. find and provide to and for the said I. R. such sufficient rayment and apparel as aforesaid, and at all other time and times needfull, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H. S. his executors, administrators and assigns, at or in &c. the sum of 3 l. 6 sh. 8 d. of, &c. for and towards the said apparel, on or before the said Feast day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

A Condition to save harmless from a Bond.

THE Condition of this, &c. that if the within bound L. D. his Executors, administrators or assigns, or any of them, do and shall on this side or before the, &c. next coming, clearly acquit and discharge the above named E. A. his executors and administrators, out of and from all and every Bond and Bonds, obligation and obligations whatsoever, wherein and whereby the said E. A. standeth joyntly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any sum or sums of money, that then, &c.

A Condition for money (given by will) to be lent gratis.

THE Condition, &c. That whereas A. B. &c. by his last Will and Testament, bearing date, &c. did give and bequeath unto the Parson and Church-wardens

dens of the Pariſh of, &c. the ſumm of, &c. to be lent unto young men of the ſaid Pariſh, upon ſufficient Sureties for two years *gratis*, and ſo from two years to two years to ſome other young men of the ſame Pariſh, by 10 l. a man without paying any conſideration for the ſame, as by the ſame Will more at large may appear, of which ſaid ſumme of, &c. the within bound W. L. the day of the date within written, hath had and received 10 l. according to the meaning of the ſaid Will; if therefore the ſaid W. L. his executors, adminiſtrators or aſſigns, or any of them, do well and truly content and pay, or cauſe to be paid unto the within named H. I. T. I. and R. I. or any of them, their or any or their executors, adminiſtrators or aſſignes, the ſaid ſum of, &c. on the, &c. which ſhall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition that one Executor ſhall not releaſe any of the Teſtators debts or goods, without the conſent of the other Executor.

THe Condition, &c. that whereas I. H. of, &c. by his laſt VVill and Teſtament, bearing date the &c. publiſhed and declared in writing, did make and ordein the within named E. W. and the within bound K. E. his executors of the ſame his laſt Will and Teſtament, and afterwards died, after whoſe death the adminiſtration of all and ſingular the goods, chattels, credits & debts, which of late were the ſaid I. H. were and are lawfully committed unto the ſaid E. W. and K. E. if therefore the ſaid K. E. hath not at any time or times heretofore, neither he the ſaid K. his executors, nor adminiſtrators, nor any of them ſhall at any time or times hereafter remiſe, releaſe, or otherwiſe diſcharge any of the debts, duties, ſpecialties,

ſum

ſumme and ſummes of money, or other thing whatſoever, due and owing to the ſaid I. H. at the day of his death, or yet any of the action or actions, ſuits, plaints, pleas, proceſſes, judgements or executions whatſoever had, commenced, brought, or at any time or times hereafter, to be ſued, had, commenced, bronght, purſued, or executed by vertue of the ſaid Will, againſt any perſon or perſons whatſoever, for or by reaſon of any of the ſame ſpecialties, ſumme or ſummes of money, debts, duties, or other things due and payable as aforeſaid, or otherwiſe diſcontinue by non-ſuit or *retraxit* in the ſame action or actions and ſuits aforeſaid, or any of them, ſo commenced or brought, or to be ſued in form aforeſaid, without the eſpecial licence, conſent and agreement of the ſaid E. W. his executors or adminiſtrarors firſt had and obtained in writing, ſigned and ſealed, with his, their or ſome of their hands and ſeals, that then, &c.

A Condition that one ſhall not become bound for any perſon, by writing or promiſe without conſent.

The Condition, &c. that if, &c. A. B. ſhall not at any time or times hereafter, by his writing obligatory, ſigned or ſealed with his hand, make or ſeal, or by any other writing or bale, promiſe or contract whatſoever, or otherwiſe ſolely by himſelf, or jointly or ſeverally, with any perſon or perſons, become or ſtand bound as Surety with, to or for any perſon or perſons, in or for payment of any ſum or ſums of money, to any manner of perſon for the debt, duty, or any cauſe whatſoever, of any perſon or perſons whatſoever (above the ſumme of 40. l. of, &c.) other than for his own onely debt, duty or cauſe, without the

the ſpecial conſent, aſſent and licence of the within-named C.D. firſt had and obtained in writing, under his hand and ſeal, that then, &c.

A Condition to ſurrender Land, or pay money in lieu thereof.

THE Condition, &c. that if, &c. A.I. and his heirs, or ſome of them, within the ſpace of, &c. next enſuing the date hereof, upon reaſonable requeſt to him or them made, by the within-named R.H. his heirs or aſſigns, or any of them, and at his or their coſts and charges in the law, do make and procure, or cauſe to be made and procured, to the uſe of the ſaid R.H. and his heirs for ever, according to the cuſtom of the mannor of, &c. ſufficient & lawful ſurrender and aſſurance, of and in one meſſuage or tenement cuſtomary, ſometimes called the, &c. with all barns, ſtables, orchards, gardens and other th'appurtenances to the ſame adjoyning and belonging, ſituate &c. diſcharged or ſaved harmleſs from all former ſurrenders, charges & incumbrances, made, done or committed by him the ſaid A.I. or his heirs, or by any other perſon or perſons, by whom ſuch ſurrender ſhall be ſo made, the fine or fines, for or by reaſon of ſuch ſurrender or admiſſion upon the ſame, & the rents & ſervices from henceforth to be due to the Lord or Lords of the ſaid mannor of whom the premiſes are holden, or by parcel, (only excepted & foreprized) & if in caſe the ſaid R.H. or his heirs, within the ſpace of, &c. now next enſuing, ſhall diſlike to accept of ſuch ſurrender, and ſhall not make any ſuch requeſt for the ſame, as is aforeſaid, then if in lieu and recompence thereof, the ſaid A.I. his heirs, executors, adminiſtrat. or aſſigns, or any of them do at th'end of the

ſame

ſame year now next enſuing, at the furtheſt within three moneths then next following, well and truly pay or cauſe to be paid unto the ſaid R.H. his executors or aſsigns, at or in,&c. the ſumm of,&c. of lawfull, &c. without fraud or coven, that then, &c.

A Condition, &c. to keep Peace.

THe Condition, &c. that if,&c. B.W at all times hereafter do well and honeſtly bear and behave himſelf as well in word as in deed, towards the within named I.R. and all his, as any honeſt man ought to do, and alſo if the ſame B.W. at all times hereafter do keep the,&c. in his own proper perſon towards the ſaid I.R. and all his: and further if the ſaid B. W. at no time hereafter, do vex ſue,moleſt or trouble,or cauſe to be ſued, vexed,moleſted or troubled, the ſaid I. in his body, goods or otherwiſe, by any manner of means, for any matter, cauſe or thing whatſoever it be, that then,&c.

A Condition to juſtifie all ſuch Actions as ſhall be commenced by vertue of a letter of Atturney and not to releaſe, &c

THe Condition, &c. that if, &c. W.L. his, &c. do at all times hereafter, & from time to time juſtifie,averre,maintain and allow all ſuch actions,ſuits, writ; pleas, plaints, premiſes, condemnations, judgements ,executions and demands, as the within named E.S. his,&c ſhall at any time hereafter commence, exhibit, procure or proſecute by force of a letter of Atturney, bearing the date within written made from the ſaid WL. to the ſaid E.S. againſt all or any the perſon or perſons or debtors therein named,their heirs, executors or adminiſtrators, for the recovery

of the ſeveral ſumms of money, by every of them ſeverally owing, mentioned in the ſaid letter of Attorney, to the only uſe therein ſpecified. And do permit and ſuffer the ſaid E.S. his, &c. to recover and receive all and every the ſaid debts and ſumms of money, and the coſt-, damages, profits of ſuits and other commodities and advantages, to come or grow any way by the ſame, to the uſe of the ſaid E S. his, &c. for ever, without account, without releaſe, acquittance, diſcharge, non-ſuit, countermand, diſavoury, retraction or other avoiding of the ſame perſons, ſumms of money, debts, ſuits or other demands, accruing upon the ſame, without the conſent of the ſaid E.S. his, &c. firſt had and obteined for the ſame, that then, &c.

A Condition to pay money according to a Proviſo in a bill of ſale.

THe Condition, &c. that whereas the within bound R. H. by his bill of ſale, bearing date the day of the date within written, hath bargained, ſold and delivered in plain and open market, according to the cuſtom of the City of London unto the within named T.C. three gilt bowles, weighing 60. ounces, &c. to have and to hold, &c. with a Proviſo conteined in the ſaid bill of ſale, that if the ſaid R.H. his, &c. do pay, &c. unto the ſaid, &c. that then this, &c. as by, &c. and whereas the ſaid T.C. doth eſteem and value that the ſaid three gilt bowles, &c. not to be worth the ſaid ſumm of, &c. conteined in the ſaid bill of ſale; if therefore the ſaid R H. his, &c. do pay, &c. unto the ſaid T.C. his, &c. the ſaid ſumm of, &c. on the day and at the place mentioned in the ſaid Proviſo, and thereby redeem the premiſſes, out of the hands and poſſeſſion of the ſaid T.C. his, &c. that then, &c.

A

A condition to do ones endeavour for the recovery of the debt against the Surety.

THe Condition, &c. that whereas the above-bound I. H. hath obtained ſeveral judgements againſt M. W. Eſquire, and T. B. Gent. upon one obligation, wherein the ſaid T. B. and M. W. ſtand bound unto the ſaid I. H. in the ſumm of 215 l. with condition for payment of 107 l. 10 ſh. as by the Records remaining in the Court of Common-Pleas at *weſtminſter* may appear; If therefore the ſaid I. H. his executors, adminiſtrators and aſſigns do and ſhall from time to time, and at every time and times hereafter, do and uſe his and their beſt means and endeavours, with effect, by Writ or Writs of execution, or by other writs or means, lawfully to recover and receive of the ſaid M. W. his heirs, executors or adminiſtrators, or of his or their lands, tenements, goods, chattels or hereditaments the ſaid ſum of 215 l. and coſts of ſuit heretofore obtained by judgement, as aforeſaid, without releaſing the ſaid ſum of money as aforeſaid, or any part thereof, except it be by agreement and conſent of the ſaid H. B. his executors, adminiſtrators and aſſigns, or alſo do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid H. B. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. and coſts of ſuit, or ſo much thereof as ſhall be received by the ſaid I. H. his executors, adminiſtrators or aſſigns of the ſaid M. W. his heirs, executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon or by reaſon of the ſaid Judgement, and that within two moneths, next after he or they ſhall have received the ſame without fraud or coven, that then, &c.

A Condition for quiet enjoyment of a meſſuage ſold.

THe condition, &c. that if the within named I M. his heirs and aſſigns, and every of them ſhall and may for evermore from henceforth peaceably and quietly have, hold, occupie, poſſeſſe and enjoy, all that meſſuage, tenement and lands ſituate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and ſold, by the within bound R. W. to the ſaid I. M. in and by a certain Indenture and bargain of ſale, bearing date the day of the date within written, made between the within bound R. W. and A. his wife on th'one part, and th' above named I M. on th'other part, clearly diſcharged, or otherwiſe ſufficiently ſaved harmeleſſe, of and from all and all manner eſtates, titles, charges and incumbrances whatſoever, at any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid W. or by his means or procurement that then, &c.

A *Condition to pay a yearly ſumm of money for a wives Joynture during her life.*

THe Condition, &c. that if th'above bound P. P. his heirs, executors, adminiſtrators or aſſigns, or any of them, do well and truly pay or cauſe to be paid unto K. the now wife of the ſaid T. P. for and in the name of her joynture, yearly and every year for and during the term of the natural life of the ſaid K. if ſhe ſhall ſurvive and overlive the ſaid T. P. her husband, the yerly ſumm of, &c. at four moſt uſual Feaſts in the year, that is to ſay, at, &c. by even and equal portions, the firſt payment therof to begin and to be made at the Feaſt of the ſaid Feaſts, which ſhall firſt

first and next happen after the death of the said T.P. if the K. shall be then living, and also if when any of them, the Sureties of the said T.P. shall happen to die or depart this naturall life, the said K. living, the Survivor of them, within one moneth next after his death, shall procure one sufficient Surety to become bound with the then surviving obligor in the like summ, and under the same condition, and so from time to time during the life of the said K. upon the sealing and delivery of every which new Bond, the former Bond to be delvered to the survivor to be cancelled, that then, &c.

A Condition to endeavour to discharge an obligation by a day.

THe Condition, &c. that if, &c. do and shall use his best endeavour for and in discharge of one obligation, bearing date the, &c. wherein the within named D.W. and, B.B. of, &c. are and stand bound unto the said M B. deceased. in the summ of 100 l, for payment of 52 l. at a day already past, and do thereof acquit and discharge the said D.W. and B.B. and either of them, their and either of their executors, administrators and assignes, of and from all actions, suits, troubles, costs, and charges whatsoever, of, for and concerning the said obligation, or summs of money therein conteined, that then this, &c.

A Condition reciting an absolute bargaine and sale is made to one for the Indempnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-assure.

THe Condition, &c. that whereas the within named I.T. by his deed indented bearing date the

day of the date within writen, for the indempnity, discharge and saving harmeleſſe of the within bound Sir M.W. his heirs, executors and administrators, of, for, from and concerning one obligation, bearing date the, &c. within written, wherein the said Sir W.M. for th'only debt of the said I.T. together with the said I.T. is and standeth bound unto E. P. Esquire, in the summ of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M.W. his heirs and assigns for ever, all that Close, &c. with th'appurtenances called or known by the name of, &c. situate, lying and being in, &c. as by the same deed inroled in the High Court of Chancery, amongst divers other things therein conteined, may more at large appear; if therefore the said Sir M.W. his heirs or assigns, in whom the state of the before mentioned premisses is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in that behalfe by the said I.T. his heirs or assignes, (after that the said I.T. his heirs, executors, administrators or assigns shall have paid the said 104 l. and accquited and discharged the said Sir M.W. his heirs, executors, administrators and assigns, of and from the said obligation, and the summ and summs of money therein conteined,) at the costs and charges in the law of the said I.T. his heirs or assigns, re-convey and re-assure unto the said I.T. his heirs and assigns for ever, the said Close called, &c. with th'appurtenances with warranty therein to be conteined, against the said Sir M. W. his heirs and assigns only, so as he or they be not compelled to travel, for the making of the said assurance, further then the place of his or their abode and residence at the time of such request made, that then, &c.

A

A Condition (reciting a ſurrender of land upon condition) that if the money be not paid according to the condition, the Obligor may enjoy the lands, &c.

THE Condition, &c. that whereas the within bound T. I. hath the day of the date within written, ſurrendred into the hands of the Lord of the Mannor of H. in the County of, &c. out of Court, by the hands of A. B. and C. D. two of the cuſtomary tenants of the ſaid mannor, according to the cuſtom of the ſaid mannor, one meſſuage or tenement, &c. with all and ſingular their, and every of their appurtenances, now or late in the tenure or occupation of the ſaid T. I. his aſſign or aſſigns, to the only uſe and behoof of the within-named F. A. and of his heirs and aſſigns for ever, according to the cuſtom of the ſaid mannor; nevertheleſs upon condition for payment of, &c. at or in &c. as by the ſame ſurrender more at large appeareth; if therefore the ſaid F. A. his heirs and aſſigns, and every of them ſhall or may from time to time, and at all times for ever, from and after default made in payment of the ſaid ſumm of, &c. at the day and place appointed for payment thereof, as aforeſaid, lawfully, peaceably and quietly have, hold, occupy, poſſeſſe and enjoy the ſame meſſuage or tenement, lands, and all and ſingular other the premiſſes, in and by the ſaid ſurrender mentioned and expreſſed, clearly & abſolutely acquitted and diſcharged, or otherwiſe by the ſaid T. I. and his heirs, ſufficiently ſaved and kept harmleſſe, of and from the joynture, dower and thirds of K. now wife of the ſaid T. I. to be claimed or challenged, of or in the ſaid premiſes or any part thereof, and of and from all and all manner of former and other bar-

gains, contracts, surrenders, and other charges, titles, troubles and incombrances whatsoever, by the said T.I. his heirs and assigns, in any wise heretofore had, made, committed, suffered, or don, or to be had made, committed, suffered, or done, the rents and services to the chief Lord or Lords of the fee thereof, and from thenceforth growing due therefore, onely excepted and fore-prized, that then, *&c.*

A *Condition that whereas one hath an annuity issuing out of the mannor of, &c. which said annuity he hath released, &c. for payment of, &c.*

THe condition, *&c.* that whereas the within bound I.B. hath and holdeth for the term of his natural life, of the grant of the within named R.I. one annuity or yearly rent of *&c.* by the year issuing and going out of the mannor of, *&c.* and out of certain other lands, tenements and hereditaments, in the County of, *&c.* as by the same grant thereof made more at large it doth and may appear, which said annuity or yearly rent of, *&c.* the said I.B. by his deed indented, bearing date the day of the date of these presents, hath bargined, sold and released unto the said R.I. upon and under a certain condition in the same deed indented, expressed, as by the same also it doth and may appear; if therfore the said I.B. hath not at any time before th'ensealing and delivery of the said deed indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbred the said annuity or yearly rent of 10*l.* or any parcel thereof, that then *&c.*

A Condition whereas the Obligee hath owing by one a summ of money, which is to be paid to a Creditor of the Obligor, who is bound to repay within ten days after notice of the Receipt.

THe Condition, &c. that whereas the within named I. F. hath remaining in the hands and custody of G. &c. the summ of, which summ of, &c. the said I. F. is contented at the request and desire of the within bound I. &c. shall be paid & delivered by the said G. &c. unto one L. &c. if therfore the said, &c. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said I. F. &c. his executors, administrators or assignes, at or in, &c. the said summ of, &c. within ten days next after, the said I. F. his executors, administrators or assignes shall give sufficient notice or testimony unto the said, &c. his executors, administrators or assignes from the said I. testifying that he the said L. hath received the said summ of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

A condition where a Bond is assigned, and that if the Obligees in the assigned Bond do not pay, then the Obligee in this is bound to pay, &c.

THe Condition, &c. that whereas the within bound A. B hath by his deed in writing, bearing date, &c. assigned over unto the within named C. D. one obligation bearing date the, &c. wherin E. F. and G. H. stand bound unto the said A. B. in the summ of, &c. with condition for payment of, &c. on the, &c. at, &c. as by the same deed of assignment and ob-

obligation may appear, if in case the said E. F. and G. H. their executors, administrators or assignes do not pay unto the said C. D. his executors or assigns, the said sum of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A.B. his executors, administrators or assigns, do well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns, on the, &c. at or in, &c. the said sum of, &c. with consideration for the same after the rate of 8 l. *per cent.* to be accompted from the day of the date within written until such time as the same shall be fully payed, that then, &c.

A Condition upon an Attachment.

THe Condition, &c. That whereas th'above named Sir R. L. Knight, is to pay unto Sir M. R. of, &c. the summe of 150 l. of, &c. upon Bond, bearing date on or about the, &c. last past, before the day of the date above written; and whereas the day of the date above written, th'above bound W. S. hath attached the said summ of, &c. in the hands of the said Sir R. L. If therefore the said W. L. his executors, administrators and assigns, and every of them do and shall at all times hereafter, and from time to time, well and sufficiently save, defend, keep harmlesse and indempnified the said Sir R.L. his heirs, executors, administrators and assigns, and every of them, as well against the said Sir M. R. his executors, administrators and assignes, as against all and every other person and persons, for or concerning the said Obligation, or any summ or summs of money therein contained, and of and from all and all manner of actions, arrests, suits, costs, losses, charges, forfeitures, payments and detriments whatsoever,

which

which shall or may be commenced or happen, against the said Sir R. L. his goods or chattels, for or by reason of the non-payment of the said sum of &c. unto the said Sir M. R. his executors, administrators or assigns, on the said, &c. in regard the same is attached by the said W. S. as aforesaid, that then, &c.

A Condition to pay Rent quarterly for certain Rooms, &c.

THE Condition, &c. that if I. A. of, &c. the within bound I. P. and T. A. or any of them, their or any of their executors, administrators or assigns, do well and truly pay or cause to be paid unto the within named G. P. his executors, administrators or assigns, the yearly sum of, &c. for those Rooms, parcel of the capital messuage, situate, &c. wherein the said I. A. now inhabiteth, for and during the full term of, &c. to be accompted from the, &c. last past, before the date within written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, &c. or within ten dayes next ensuing every of the said Feasts, by even and equal portions, at or in, &c. the first payment to begin and to be made at the Feast-day of, &c. next ensuing the date within written, or within ten days next ensuing the same Feast, that then, &c.

A Condition to surrender Land to certain uses.

THE Condition, &c. that if the above bound M. W. S. W. and I. W. and every of them and their heirs, do and shall at the next Court to be holden for the mannor of W. in the County of, &c. which shall be after request made by the above named A. L. her heirs or assigns, the said request being

ing made eight dayes before any such Court be holden, surrender into the hands of the Lord of the said mannor, to th'only use and behoof of the said A.L. her heirs and assigns for ever, according to the custome of the said mannor, all that little Close of land with the appurtenances, lying and being in a place called G. in the said County of E. being Coppiehold land of the said mannor, the same premisses being at the time of the said surrender to be made freely & clearly acquitted and discharged, of and from all former surrenders, grants and incombrances whatsoever, that then, &c.

A Condition that the Sheriff executing a writ, may detein out of the goods and lands extended, so much mony, &c.

THe Condition, &c. that whereas the within bound R.W. the day of the date hereof, hath delivered to the hands of the within named G.M. and W.M. the writ of execution, for levying and extending the goods, chattels and moyty of the lands, tenements and hereditaments, of one Sir W.M. of, &c. to and for the use of the said R.W. whereby the same R. may be satisfied of the summ of 200 l. mentioned in the said Writ, if in case the said G.M. and W.M. or either of them, do lawfully execute, or cause to be lawfully executed, the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawfull and indifferent men to be sworne of the Contents of the said Writ, if then the said R.W. his executors and administrators, do quietly permit and suffer the said Sheriff or under Sheriff to have, take, receive and deteine, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received

by

by virtue of the ſaid Writ, or the execution thereof, as much in lawfull money of *England*, or other benefit as they or the ſaid Sheriff or under-Sheriff, or one of them ſhall think reaſonable or ſufficient for their ſatisfaction, of and for ſuch travel, pains or charges as they ſhall be at, in and about the execution of the ſaid Writ and extent thereupon to be had or made, otherwiſe within, &c. next after the ſaid writ ſhall be executed, and return made thereof accordingly, do pay or cauſe to be paid unto the ſaid Sheriff or under-Sheriff, or their Deputy or Deputies ſo much lawfull money of *England*, as they ſhall for the cauſes aforeſaid reaſonably demand, that then, &c.

A *condition to ſave harmleſs from a Bond of Arbitrement.*

THe Condition, &c. that if the above bound A.D. his executors and adminiſtrators, or any of them do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave & keep harmleſſe and indempnified the above named G.M. his heirs, executors and adminiſtrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one obligation, bearing date the day of the date above written, wherein the ſaid G.M. at the requeſt of the ſaid A.D. is and ſtandeth bound unto R.M. Gent. in the ſumm of 100.l. with condition there under-written, that the ſaid A.D. abide the award of W.N. and T.B. Eſquires, Arbitrators, and of and from all actions, ſuits, arreſts, coſts, charges and demands whatſoever, concerning the premiſſes, without fraud or coven, that then, &c.

A Condition where Purchaſe money is to be paid at two payments, if default be made in the firſt, the whole with allowance to be paid at the ſecond.

THe Condition, &c. that whereas in and by one pair of Indentures, bearing date the day of the date within written, made between the within named A.L. of th'one party, and the within bound I.I. of th' other party, the ſaid I.I. is to pay to the ſaid A. L. the ſumm of 200 l. of &c. on the &c. at or in, &c. being the firſt payment of the ſumm of, &c. which the ſaid I. I. is to pay unto the ſaid A. L. for the Purchaſe of the Keeperſhip, Herbage and Pannage of B. Park of &c. in the County of, &c. as by the ſaid Indenture may more at large appear: and if it ſhall happen the ſaid I.I. his executors, adminiſtrators and aſsigns, to make default in payment of the ſaid ſumm of 200 l. unto the ſaid A. L. his executors, adminiſtrators or aſſigns, on the ſaid &c. next comming, contrary to the tenor of the ſame Indenture, then if the ſaid I. I. his executors, adminiſtrators or aſſignes, do well and truly pay, or cauſe to be paid unto the ſaid A. L. his executors, adminiſtrators or aſſignes, the full ſum of, &c. on the, &c. at or in, &c. without fraud or coven, that then, &c.

A Condition where money is lent upon a Bond, and a Letter of Atturney to receive the money due upon the Bond, the Obligor in this Bond is to pay, &c.

THe Condition, &c. That whereas A. B. of, &c. and C.D. of, &c. by their obligation, bearing date the, &c. in the, &c. are and ſtand joyntly and ſeverally

rally bound unto E. F. &c. in the ſumm of, &c. for payment of, &c. on the, &c. at, &c. as by the ſaid obligation and condition thereupon made more at large appeareth. And whereas I. F. by his Letter of Atturney, bearing date the, &c. in the, &c. did make, ordain and conſtitute the within bound P. U. his lawfull Atturney, irrevocable to ask, levy, recover and receive to his own proper uſe and behoof, of the ſaid A.B. and C.D. or either of them, the ſaid ſumm of, &c. on the, &c. according to the tenor of the ſaid Obligation, as by the ſaid Letter of Atturney more at large likewiſe appeareth: upon which ſaid Obligation and Letter of Atturney the within named H. B. hath lent unto the ſaid P. U. the full ſumme of, &c. and hath aſſigned the ſaid condition over unto the ſaid H. B. with the ſaid Letter of Atturney, ſo made unto the ſaid P. U. by the ſaid E. F. as aforeſaid; if in caſe therefore the ſaid ſumm of, &c. be not well and truly paid to the ſaid H. B. his execut. or aſſigns, at or upon the ſaid, &c. next enſuing the date hereof, by the ſaid A.B. and C.D. or one of them, according to the true intent and meaning of the ſaid recited obligation and condition hereof, to the proper uſe and behoof of the ſaid H. B. then if the ſaid P. U. and the within bound M. C. or either of them, or the heirs, executors or aſſigns of them, or either of them, do and ſhall well and truly repay or cauſe to be repaid unto the ſaid H.B. his executors or aſſigns, the ſumm of, &c. on the, &c. at or in, &c. in lieu of the ſaid, &c. ſo to be paid as aforeſaid by the ſaid A.B. and C.D. that then, &c.

A Condition that the Obligor ſhall pay, &c. within three moneths next after default of payment made by another.

THe Condition, &c. that whereas Sir F.C. of, &c. Knight by his obligation, bearing date the day of the date above written, is and ſtandeth bound unto the above named R.N. in the ſumm of, &c. for the true payment of, &c. on the, &c. next enſuing the date above written, at or in, &c, as by the ſame obligation may appear: and foraſmuch as the ſaid R.N hath credited the ſaid F.C. for the ſaid ſumm of, &c. at the requeſt of the above bound A.M. and uppon his the ſaid A.M.'s promiſe, and undertaking to pay unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. within three moneths next after the day of, &c. with conſideration for the forbearance thereof, after the rate of, 8.l per cent. (in caſe the ſaid Sir F.C. his executors, adminiſtrators or aſſigns, do not pay the ſaid, &c. on the ſaid, &c. next coming) if therefore the ſaid E.C. his executors, adminiſtrators or aſſigns, do not well and truly pay or cauſe to be paid unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. on the ſaid &c. next following, and at the place of payment aforeſaid, then if the ſaid A.M. his executors, adminiſtrators or aſſigns; do not well and truly pay or cauſe to be paid unto the ſaid R.N. his executors, adminiſtrators or aſſigns the ſaid ſum of, &c. on the ſaid, &c. then next enſuing, and at the place and payment aforeſaid, he the ſaid R. N, his executors, adminiſtrators or aſſigns upon the payment or receipt thereof, delivering up unto the ſaid A.M. his executors, adminiſtrators, or aſsigns the ſaid obligation, wherein the

the ſaid F.B. ſtandeth bound unto him, as aforeſaid that then, &c.

A Condition that if the Obligee do not receive the ſumm of, &c of the, &c. according to a Letter of Atturney, then the obligator to pay the ſaid ſumm in the &c. next after.

THe condition, &c. that whereas the above bound T. P. hath by Deed or Letter of Atturney, bearing date the day of the date above written, authorized and appointed the above named G. M. to ask and receive, of and from the Commiſſioners appointed for the payment of moneys to ſouldiers, the full ſumm of 17 l. of &c. as by the ſame Letter of Atturney may at large appear; if therefore the ſaid G. M. his executors, adminiſtrators or aſſignes, ſhall not receive the ſaid ſumm of 17l. from the ſaid Commiſſioners, on or before the, &c. next enſuing the date within written, then if the ſaid T. P. his executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid G. M. his executors, adminiſtrators or aſſignes, the ſaid ſum of 17 l. &c. on the &c, next enſuing the date above written, at, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Atturney is recited, he to whom it is made is bound not to proſecute any ſuit againſt the perſons in the Letter of Atturney mentioned, on or before, &c.

THe Condition, &c. that whereas the above named H. H. by his Deed or Letter of Atturney bearing date the day of the date above written, hath authorized the above bound T. K. to be his true and lawfull Atturney, to obtain, receive and

take, of and from the said Sir I.W. Knight, and T.M. Esquire, their heirs, executors, administrators or assigns, all that summ of 200.l. due by obligation, and a Judgement of 260l. thereupon recovered in the Court of the Upper Bench at *Westminster*, in which obligation the said T.M. T.S. and the said I.S. stand bound to TH. widow late deceased, in the summ of 200 l. as by the same deed or letter of Atturney, amongst divers clauses & things therein conteined, may more at large appear: if therefore the said T.K. his executors, administrators or assigns, or any of them, do not or shall not, from henceforth at any time or times hereafter, before the 12 day of *December* next ensuing the date above written, prosecute or sue forth, or cause to be prosecuted or sued forth, any writ or writs or other processe or proceedings whatsoever, against the said T. M. his executors, administrators or assigns, for, concerning, or by reason of the said recited obligation or Judgement, or either of them, nor do or assent unto any other act or acts, devise or devises whatsoever, whereby or by reason whereof the said T. M. his heirs, executors, administrators or assignes, or his or their lands, tenements, goods or chattels, may in any wise be prejudiced, troubled or vexed, except it be by and with the assent, consent and agreement of the said H.H. his executors, administrators or assigns in that behalfe first had and obtained in writing under his hand and seal, that then, &c.

A Condition for payment of money within ten dayes next after delivery of assurance of Land.

THe Condition, &c. that if the within bound K. T. his heirs, executors, administrators or assigns

signs or any of them, do pay or cause to be paid, unto the within named H. E. the full sum of 100. l. within ten days next after that he the said H. E. or his heirs, shall make and deliver, or cause to be made and delivered unto the said I. T. or his heirs, a good, perfect and lawfull assurance in the Law, in Fee-simple, of and in certain Lands, Tenements and Hereditaments lying and being in D. or elsewhere in the County of S. amounting in the whole to the yearly value of 40. l. acording to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of these presents, made between the said H E of th'one party, and the said I. T. of the other party, that then, &c.

A Condition to procure one to seale the Counterpart of an Indenture.

THe Condition, *&c.* that if I. I. Son of the above bound R. I. do and shall, when he shall accomplish the full age of twenty one years, upon request to him made, sign, and deliver, as his act and deed, unto the use of the within named G. C. and H. C. the Counterpart of one Indenture bearing date, *&c.* made between, *&c.* and the said Counterpart being so sealed & signed as aforesaid, shall deliver or cause to be delivered, unto the said G. C. his *&c.* safe, whole, uncancelled and undefaced, that then, *&c.*

A Condition to permit the obligee to receive Rents and Tythes to his own use.

THe Condition, *&c.* that if the within named N. B. his executors, administrators or assigns, shall and may at all times hereafter, and from time

to time, ask, collect, gather, perceive, receive, take, keepe and injoy to his and their own onely use and behoofe, all and all manner of rents, issues, tythes fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due, to W. A. Clark, as parson of the parish Church of &c. out of or belonging to the Parsonage of, &c. or any parcel therof, of all and every person or persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be parson of the parsonage aforesaid, and also all and singular arrerages of the premisses, without let, interruption or disturbance of the within holden, R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement, and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release acquit or discharge the said W. A. his executors or administrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the premisses, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their owne use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, covenants,

nants authority, contract or agreement or any of them, that then &c.

A Condition to assure the moity of such lands, as shall be recovered at Law.

THe Condition &c. that whereas the within bound T. H. pretended title to certain lands, tenements and hereditaments, situate, lying and being in H.S.M.B. and A. or in any of them, in the County of G. which late were of the inheritance of I.H. deceased, and from him the said T.H. by I. B. and others unjustly withholden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalfe of the said T.H.&c. if therefore the said T.H. and his heirs, do within, &c. next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the requests and at the costs, and charges in the law of the said H. C. his heirs or assigns, make or cause to be made to the said H.C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawfull, and sufficient conveyance and assurance in the law in fee simple of and in the moity and one halfe of the said lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moity, and one half of the premisses, in such manner and form, as by the Councel learned in the Law, of the said H.C. his heirs or assigns shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incombrances whatsoever, had, made, committed

to time, ask, collect, gather, perceive, receive, take, keepe and injoy to his and their own onely use and behoofe, all and all manner of rents, issues, tythes fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due, to W. A. Clark, as parson of the parish Church of &c. out of or belonging to the Parsonage of, &c. or any parcel therof, of all and every person or persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be parson of the parsonage aforesaid, and also all and singular arrerages of the premisses, without let, interruption or disturbance of the within holden, R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement, and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release acquit or discharge the said W. A. his executors or administrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the premisses, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their owne use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, covenants,

nants authority, contract or agreement or any of them, that then &c.

A Condition to assure the moity of such lands, as shall be recovered at Law.

THe Condition &c. that whereas the within bound T. H. pretended title to certain lands, tenements and hereditaments, situate, lying and being in H.S.M.B. and A. or in any of them, in the County of G. which late were of the inheritance of I.H. deceased, and from him the said T.H. by I. B. and others unjustly withholden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalfe of the said T.H.&c. if therefore the said T.H. and his heirs, do within, &c. next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the requests and at the costs, and charges in the law of the said H. C. his heirs or assigns, make or cause to be made to the said H.C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawfull, and sufficient conveyance and assurance in the law in fee simple of and in the moity and one halfe of the said lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moity, and one half of the premisses, in such manner and form, as by the Councel learned in the Law, of the said H.C. his heirs or assigns shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incombrances whatsoever, had, made, committed

or don, or to be had, made, committed or don, by the ſaid T. or by any other, by his aſſent, meanes, intereſt, title or procurement, that then, &c.

A Condition to ſave one harmleſſe from all debts that may be duly demanded as executor of, &c. and alſo that one ſhall ſeal a Releaſe, when ſhe comes to the age of &c.

THe Condition, &c. that if the above bound E. T. and W. T. their executors, adminiſtrators or aſſigns, or any of them, do and ſhall at any time hereafter, and from time to time, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſſe and indemnified the above named I. E. his heirs, executors and adminiſtrators, and his and their goods, chattels, lands, tenements, and hereditaments, and every of them, of & from all debts, duties, bills bonds, ſpecialties and demands whatſoever, which at any time and times hereafter, ſhall and may be duly and lawfully demanded or recovered, of or from the ſaid I B. his heirs, executors and adminiſtrators, by any perſon or perſons whatſoever, for or by reaſon of any reckoning, duty, ſpecialty, debt, or demand whatſoever, due owing or payable by the above named R. T, deceaſed to any perſon or perſons whatſoever, and alſo of and from all coſts, charges, ſuits, arreſts, judgements, executions and demands whatſoever, which ſhall or may happen, come, grow to be unto or againſt the ſaid I. B. his executors, adminiſtrators, or any of them, for, upon or by reaſon thereof; and alſo if A. T. daughter of the ſaid E. T. and ſuch perſons as ſhe ſhall intermarry withall, within one moneth next after ſhe the ſaid A. ſhall be lawfully married or ſhall accompliſh her full age of twenty one

one years, which ſhall firſt or next happen, do and ſhall make, ſeal and deliver, as his, her or their act and deed, a good, ſufficient and lawful acquittance, diſcharge and releaſe, under his, her or their hands and ſeals, unto the ſaid I.B. his executors & adminiſtrators, of, for or concerning all ſumm and ſumms of money, gifts, legacies, bequeaths, and demands, whatſoever, given, and bequeathed unto the ſaid A. in and by the laſt will and Teſtament of the ſaid R. T. the ſame releaſe to be made in ſuch manner and form as by the ſaid I-B. his executors or adminiſtrators, or his or their Councel ſhall be reaſonably deviſed or required, that then &c.

A *Condition for payment of all ſuch moneys as one late deceaſed did ow to any perſon or perſons whatſoever.*

THe Condition, &c. that if the above bound B. R. his executors, adminiſtrators or aſſigns, do and ſhall from time to time, and at all times hereafter well and truly pay or cauſe to be paid unto all and every perſon and perſons, whatſoever, all and every ſuch debts, duties, reckonings, ſumm & ſumms of money, and demands whatſoever, as ſhall be juſtly and truly due and owing unto them or any of them, by R.P. Eſquire deceaſed, ſo as the ſaid debts due by the ſaid R.P. and to be paid by the ſaid B.R. do not extend to more then the ſumm of 742.l. of &c. which the ſaid S.B. and F.P. have the day of the date hereof paid and delivered to the ſaid B.R. according to an Order of the eighth day of this inſtant *July*, made in the high Court of Chancery, and do and ſhall alſo from time to time, and at all times hereafter well and ſufficiently ſave and keep harmleſſe & indemnified the ſaid Sir B.B. and F.B. and either of

them, their and either of their Heirs, executors, and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, that, &c.

A *Condition from a Goaler to an under Sheriff for saving harmless.*

THe Condition, &c. that if the above bounden A. B. Deputy Goaler, to T. T. servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawfull authority to commit persons or prisoners to the said Goal, and the same person or prisoners so committed as aforesaid, do well and truly duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriffe, his heirs and executors, all the lands, tenements, goods and chattels of the said Sheriffe, be saved harmless from all losses, penalties, amerciaments and damages whatsoever, as well against the Common-wealth of *England*, as also against all other person and persons, of, for and concerning the custody, and keeping of the said Goal and prisoners within the said Castle of *Lancaster*, or elsewhere in the

said

ſaid County of, &c. and likewiſe do diſcharge, ſave and keep harmleſs the ſaid Sheriff, this heirs and executors, and all thoſe his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every eſcape and eſcapes, as well of convict perſons, reprieves and felons, and of all other perſons now committed, for any contempts, condemnations, treſpaſſes, or miſdemeanors, which may happen, or chance hereafter to be committed to the ſaid Goal, for any the cauſes aforeſaid, during the time the ſaid A. B. ſhall be Deputy or Goaler to the ſaid T. T. and the ſaid T. T. continue Sheriff and likewiſe that if the ſaid A. B. or any other by his conſent, privity or appointments in any wiſe, let to bail or mainpriſe, any priſoner or priſoners to him committed as aforeſaid, not bailable by the laws of the Realm, without the ſpecial commandement or appointment of the ſaid Sheriff, and if the ſaid A. B. or his ſufficient Deputy, be ready to give his attendance upon the ſaid Sheriff and his Deputy, at all times neceſſary and convenient, and all and every lawfull thing and things, that he ſhall be required to doe by the ſaid Sheriff or his Deputy touching or concerning the, &c. affairs and buſineſſe wherewith the ſaid Sheriff is or ſhall be charged or employed in or about the keeping of the ſaid Goal or Priſon, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reſerved in a Demiſe.

THe Condition, &c. that whereas the within named T. B. and K. B. by their deed indented, dated the, &c. have demiſed, granted, ſet and to farm let, unto, &c. one meſſuage or tenement, &c. with all, &c. in the County of, [&c. for the term

of

of &c. from thence next insuing, and fully to be compleat and ended, for the yearly rent or summ of, &c. of lawfull money of *England*, payable as by the same deed indented, amongst divers other covenants grants, articles and agreements therin contained, more plainly appear, if therefore the within named B.K. his executors, administrators and assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summ of, &c. and other the premisses before in these presents recited, to his and their owne onely use and behoof, during the natural life of the said K. without any lawfull let, sute trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent consent, right or procurement, that then, &c.

A Release of Recognizance assigned to one.

TO all Christian people, &c. P.U. of *London* Merchant, stranger, sendeth greeting in our Lord God everlasting, that wheras the right Honorable W. Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the Isles, T *Ireland* of *Grayes* Inn in the County of *Middlesex* Esqu; H. C. of *Knowsley* in the County of *Lancaster* Gent. and H. *Adys* of *Button* in the County of *Dorset* Gent. by other writing of recognizance or statute-staple, bearing date the sixth day of *July*, &c. taken and acknowleged before Sir I.P. Knight, Lord chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 3200 *l.* of. &c. payable, as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said *Peter H.* by his sufficient deed of assignment in writing, bearing date the five and twentieth day of, &c. in the &c. did

for

for divers and certain considerations him thereunto especially moving, grant, assign and set over unto me the said P. *Vanloor*, as well the said recognizance or statute, and the said debt of 3200 l. and all his said right, title and intrest, which he the said *Peter Houghton* then had, or ought to have had in and to the same, To have and to hold the said recognizance or statute and the said debt of 3200 l. aforesaid, and all his said right, title and interest in and to the same, unto me the said P. V. my executors and assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained more fully and at large it doth and may appear. Now know ye that I the said P. V. for divers good causes and considerations me hereunto especially moving, have remised, released and quit-clamed, and by these presents for me, my executors, administrators and assigns, and every of us, do remise, release, and for ever quit-claim unto the said *Henry Adys*, his heirs, executors, administrators and assigns, and every of them, the recognizance or statute aforesaid, and the penalty and forfeiture thereof, and also all and all manner of actions, arrests, extents, judgements, executions, condemnations, Liberates, seisures, debts and demands whatsoever, which I the said P. V. or the said P. H or either of us now have, shall may, might, or ought to have against the said H. *Adys*, his heirs executors, administrators, and assigns, or any of them, or his, their or any of their lands, tenements, goods, or chattels, for or by reason of the said recognizance or statute, or of the penalty or forfeiture thereof in any wise: so that neither I the said P. V. nor the said P. H. our executors, administrators or assigns, nor any of us, any action, arrest, extent, judgement, execution, condemnation, Liberate, seizure, debt or demand

demand, upon the ſaid recogniſance or ſtatute, ſhall or may from henceforth commence, proſecute or purſue againſt the ſaid H. *Adis*, his heirs, executors, adminiſtrators or aſſignes, or any of their Lands, tenements, goods or chattels, but ſhall be thereof utterly debarred and excluded for ever by theſe preſents. In witneſs, &c.

A Letter of Atturney to take Poſſeſſion, and to deliver a Leaſe upon the ground.

BE it known unto all men by theſe preſents, that I. W. D. of, &c. have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents, have put my well beloved friend I. D. of, &c. my true ſufficient and lawfull Atturney, for me and in my name, and to the uſe and behoof of me the ſaid W. D. my heirs and aſſignes, to enter into all the Mannor of, &c. with all and ſingular the appurtenances, ſituate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his aſſignes, and peaceable and quiet poſſeſſion and ſeizen thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the premiſes or ſome part thereof, one Indenture bearing date with theſe preſents, made by me the ſaid W. D. to the ſaid E. B. mentioning a demiſe of the premiſes, for term of, &c. from the Feaſt of, &c. laſt paſt, then next enſuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which ſaid Indenture I have ſubſcribed my name with my own hand, and ſealed with my ſeal, and delivered the ſame as my Eſcrowe unto the ſaid I. D. to be delivered as my deed upon the premiſes or ſome part thereof, after an entry made by him the ſaid I. D. into the premiſes or ſome part

part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premises, for me and in my name, to do as fully and effectually, and in as large and ample manner and form to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all, and whatsoever my said Atturney shall do or cause to be done, in or about the premises, by these presents. In witnesse, &c.

A Letter of Atturney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.

TO all, &c. R. E. of &c. C. M. of &c. and H. L. of, &c. send greeting, Know ye, that we the said R. E. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, ordained, constituted, and in our stead and place by these presents have put and authorized our servants R. N. and H. B. Gent. and either of them, our true sufficient and lawfull Atturneys, for us and in our names, and to the use and behoof of us the said R. E. &c. to enter into all those the Mannors of, &c. with their rights, Members and appurtenances in the County of, &c. and into the advowsons of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names to survey, and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our steward or stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court-leets and

and law-days of and upon the ſame Mannors or any of them, as to our ſaid Atturney or either of them, or ſuch other as they or either of them ſhall appoint, ſhall be thought fiting, and the ſame Mannors and every or any of them, for us, and in our names, to bargain, ſell, leaſe or grant to ſuch perſon and perſons and for ſuch eſtate for life, inheritance or otherwiſe, and for ſuch ſum and ſums of money, as our ſaid Atturneys and either of them, ſhall be thought fit and requiſite, to the uttermoſt and beſt commodity and profit of us the ſaid R.E.G.M. and H.L. and the deed and deeds of the ſame grants and eſtates, ſo to be made for us and in our names, to ſeale, and as our deeds to deliver unto the parties to whom the ſame ſhall be ſo made, or to any other to their uſe or uſes, and the Counterparts of the ſame, for us and in our name, to accept and receive, and alſo all ſuch fines, and other ſumm and ſumms of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of the ſaid R.E.G. M. and H.L. to accept, receive and take, and upon the receipt thereof, any acquittances or diſcharges for us and in our names, to make, ſeal and deliver, and alſo for us and in our names and to the uſe of us the ſaid R.E.G.M. and H.L. to collect, gather, receive and take all ſuch rents, duties, heriots, arrerages of rents and profits of Courts as are already or ſhall be due or payable, for, out, of or concerning the premiſſes or any of them, giving and granting unto our ſaid Atturneys and to either of them, our full power or lawfull authority in, touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as large and ample manner and form, as we the ſaid R.E.W.M. and H.L. or any of us, might or ought to do, if we or any of us were then preſent, and ratifying and al-

allowing whatſoever our ſaid Atturneys or either of them ſhall do in the premiſſes, or any of them, acording to the intent of theſe preſents. In witneſſe, *&c.*

A Letter of Atturney of a bond, for performance of Covenants of an Indenture of Leaſe.

TO all *&c.* I I, K. of, ſend greeting, Whereas L.B. of, *&c.* M.A. of, *&c.* by their obligation bearing date the, *&c.* are and ſtand bound unto me the ſaid I. K. in the ſumm of, *&c.* with condition therupon endorſed, for the true performance of the covenants rents and payments, mentioned and conteined in and by one pair of Indentures of Leaſe bearing date the day of the date of the ſaid obligation, made between the ſaid I.K. of the one part, and the ſaid L.B. of the other part, as by the ſame obligation and condition may appear. Now know ye, that I the ſaid I.K. for divers good cauſes and conſiderations, me hereunto eſpecially moving, have given, granted, aſſigned and ſet over, and by theſe preſents do give, grant, aſſign and ſet over unto I.C. of, *&c.* his executors, adminiſtrators and aſſignes, as well the ſaid recited obligation and ſumms of money therin conteined, as all my right, action and demand in and to the ſame, giving and by theſe preſents granting unto the ſaid I.C. his executors, adminiſtrators and aſſignes, full power and authority from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the covenants, grants, articles, payments or agrements, which on the part and behalf of the ſaid L.B. are or ought to be obſerved, performed, fulfilled, paid and kept, mentioned and conteind in and by the ſaid Indenture of Leaſe.

for

for me and in my name, nevertheleſſe to the onely uſe and behoof of the ſaid I. C. his executors, adminiſtrators and aſſignes, to ſue, arreſt, implead and impriſon, and at his and their will and pleaſure, out of priſon again to deliver and releaſe the ſaid L. B. and M. A. and either of them, their and either of their executors, adminiſtrators and aſſignes, for the breach or non-performance of any the covenants, and all and every ſumm and ſumms of money recovered upon or by reaſon of the ſaid recited obligation, to detain and keep to the only proper uſe and behoof of the ſaid I. C. his executors, adminiſtrators and aſſignes, without any accompt therefore to be rendred, or for any part thereof; and I. &c. ſhall and will ratifie, allow and maintain all and whatſoever the ſaid I. C. his executors or aſſignes ſhall doe or cauſe to be done in or about the premiſes; and I the ſaid I. K. for me my executors and adminiſtrators, do covenant, promiſe and grant to and with the ſaid I. C. his executors, adminiſtrators or aſſignes by theſe preſents, that neither I the ſaid I. K. my executors or adminiſtrators, have releaſed the ſaid obligation, or any ſumme of money therein conteined, nor ſhall or will acquit, releaſe or otherwiſe diſcharge the ſame, or any the Obligors therein mentioned, their executors, adminiſtrators, or either of them, without the ſpecial licenſe, conſent and agreement of the ſaid I. C. his executors or aſſignes, in that behalf firſt had and obtained. In witneſſe, &c.

A *Letter of* Attorney *to receive* Rent *when it ſhall grow due.*

BE it known unto all men by theſe preſents, that I T. B. of, &c. for divers good cauſes and

conſiderations me moving, have made conſtituted & appointed, and by theſe preſents doe make, ordain, conſtitute and appoint R. R. of &c. my true, ſufficient and lawfull Atturney and aſſignee, for me and in my name, nevertheleſſe to the only uſe and behoof of the ſaid R. R. to demand, collect and receive of W. R. A. H. and I. D. all that ſumme of &c. and of W T all that ſumme of, &c. which ſaid ſumme of &c. will be due and payable unto me the ſaid T. B. for one halt years rent at, &c. next enſuing the date of theſe preſents, for lands by them holden of me, lying and being in M. aforeſaid, giving, and by theſe preſents granting unto my ſaid Atturney, full power and authority, for me and in my name to take and receive the ſaid ſumms of, &c. due to me, as aforeſaid, and the ſame ſo had and received, to detain and keep to his own proper uſe, without any accompt therefore to be rendred unto me the ſaid T. B. my heirs or aſſignes; and alſo upon the receipt thereof, to deliver unto them an acquittance in my name, teſtifying the receipt thereof; and I ſhall and will ratifie, allow and confirm all, and whatſoever my ſaid Atturney ſhall doe or cauſe to be done, in or about the premiſes, by theſe preſents. In Witneſſe whereof, &c.

A Letter of Atturney *to take poſſeſſion of a Meſſuage, &c. from the Sheriff, taken upon an Extent.*

TO all, &c. I, Sir T. B. of, &c. ſend greeting. Know ye that I the ſaid T. B. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents doe make, ordaine, conſtitute, authorize and appoint T. W. and H. D. of &c. or either of them, my true and lawfull Atturneys or Atturney, joyntly or ſeverally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet poſſeſſion as well of and in one capital meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands & premiſes were lately belonging unto I. B. Genr. and which the ſaid now Sheriff hath intended by virtue of a writ of Extent, to him directed upon a ſtatute of 200 l. acknowledged and entred into by the ſaid L. B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Atturneys, or either of them, full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needfull and neceſſary to be done, in or about the preſents by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Atturneys, or either of them ſhall do or cauſe to be done, in or about the premiſes, by theſe preſents, as if I my ſelf were then and there perſonally preſent. In witneſſe, &c.

A Letter of Atturney to receive a Legacy, and the ſame to pay in diſcharge of a Bond.

TO all, &c. I, R. F. of &c. ſend greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the Bond) now know ye, that I the ſaid R. B. for the indemnity and ſaving harmleſſe of the ſaid R. B. and R. M. and either of them, their and either of their executors, adminiſtrators, and aſſignes, and from the payment of the ſaid ſum of &c. unto the ſaid T. G. his executors, adminiſtrators and aſſignes, on the ſaid, &c. next coming, and at the place of payment aforeſaid, have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize

and appoint, the said W. M. his executors, administrators, and assignes, my true and lawfull Atturney, for me and in my name or names of me the said R. B. my executors, administrators and assignes, to demand ask, levy, recover, and receive of M. B. of, &c. I. T. of, &c. and G. I. of, &c. or any of them, their or any of their executors, administrators or assignes, the full summ of, &c. parcel of such sum of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last Will and Testament of W. B. my Father late of, &c. Esquire deceased, and upon the receipt of the said sum of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summe of, &c. had and received, as aforesaid, thereout to satisfie and pay unto the said T. C. his executors, administrators, and assigns, the said summe of, &c. on the said, &c. in discharge of the the recited obligation, and the remainder of the same to detain and keep to the onely use and behoof of me the said R. B. my executors, administrators and assignes, and thereof be accomptable, giving and by these presents granting unto the said R. M. his executors administrators, and assignes, full power and lawfull authority, for me and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premises, by these presents, as if I my self were then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R. M. his executors or assignes shall lawfully do or cause to be done in or

about the premiſes, by theſe preſents. In witneſſe &c.

A Letter of Atturney to make Leaſes of Lands, and to make ſale of woods and Goods, and to make a Grant of a Stewardſhip during pleaſure, &c.

TO all, &c. E. M. of, &c. and wife of me the ſaid E. Daughter and heir of, &c. and ſole Executrix of the laſt Will and Teſtament of T. S. Eſquire, deceaſed, ſend greeting in our Lord God everlaſting. Know ye, that we the ſaid E. and M. for divers good and reaſonable cauſes and conſiderations us eſpecially moving have given and granted, and by theſe preſents do give and grant unto our very truſty and well-beloved friend I. T. of, &c. the office of the Steward-ſhip of all thoſe our Mannors, Lordſhips, Lands, Tenements and Hereditaments, within the Counties of, &c. late the Lands and Tenements of the ſaid T. S. and him the ſaid I. T. Steward of the ſaid Mannors, Lands and Tenements, do by theſe preſents nominate, appoint, make, create and conſtitute, to have, exerciſe, uſe and hold the ſaid office, with the appurtenances unto the ſaid I. T. for and during our will and pleaſure; and we do by theſe preſents further give and grant unto the ſaid I. T. full power, liberty, licence and authority, for us and in our names, not onely to demiſe, grant, ſet and to ſet out by Copy or Court-Roll, according to the cuſtomes of the ſaid Mannors reſpectively to ſuch perſon or perſons, in fee ſimple, fee-tail or term of life, lives or years and for ſuch fines, rents and ſervices, as to the ſaid I. T. ſhall be thought meet and convenient, all ſuch copyhold and cuſtomary lands of the ſaid mannors, or any part or parcel thereof, which now are demiſable or grantable

grantable, or lawfully may be demiſed, granted or let out, within the ſaid Mannors, or any of them, but alſo to do, perform, execute, uſe and accompliſh all and every other acts things, demiſe or matter, which any Steward or Stewards of the premiſes, or any of them, at any time heretofore might or could do, or which we may or can in any wiſe licence or authorize the ſaid I. D. or give commiſſion or power unto him, to do, execute, perform or undergo. And furthermore we the ſaid E. and M. for divers good conſiderations, and upon mature advice and deliberation, have given and granted, and by theſe preſents do give and grant unto the ſaid I. T. and our truſty ſervants, I. E. and C. B. or to two of them, whereof the ſaid I. T. to be one, full power, liberty licence and authority, for us and in our names by writing indented or otherwiſe, to demiſe, grant, let and to ſet out, for life, lives or years, all and ſingular the ſaid lands, tenements and hereditaments, or any part and parcel thereof, to ſuch perſon or perſons, and for ſuch ſumme and ſummes of money, and for ſuch rents and ſervices, and with and under ſuch covenants, conditions, limitations, articles and agreements, in ſuch manner, order, form and ſort, as to the diſcretion of them the ſaid I. T. I. E. and C. B. or of two of them, whereof the ſaid I. T. to be one, ſhall ſeem meet and convenient, and alſo to grant, bargain and ſell the woods, trees and underwoods of the premiſes and every or any part and parcel thereof, and to grant, bargain and ſell all ſuch goods, chattels and ſubſtance, which we or either of us have, or ought by any means or title to have within the ſaid Counties, to ſuch perſon or perſons, and for ſuch ſumme and ſummes of mony, and in ſuch manner and form as to the ſaid I. T. I. E. and C. B. or two of them,

whereof the ſaid I. T. to be one ſhall be thought good and reaſonable. And moreover we the ſaid E. and M. have named, appointed ordained and conſtituted the ſaid I. T. &c. or two of them, whereof the ſaid I. T. to be one, our true and lawfull Attorneys, to ask, demand, recover, leavy, receive and gather in our names and to our uſe, not only all ſuch rents, and arrerages of rents, debts, duties and ſerviſes, that by any means, degree or ſort, are due and payable unto us, or either of us, or that we ought or ſhould have of any perſon or perſons within the ſaid Counties, and in our names, or in the name of either of us, as the caſe ſhall require, to ſue, arreſt and implead ſuch of the ſaid perſons as will not make payment of the ſaid rents, ſervices, debts, and duties, and of every of them, and to ſue execution upon any condemnation in that behalf, and alſo in our and either of our names, to make, ſeal and deliver releaſes, acquittances, or other diſcharges, of or for the ſaid rents, debts, duties, and ſervices, in every or any of them, to any perſon or perſons, in ſuch manner, ſort and form as to the ſaid I. T. &c. or to two of them whereof &c. ſhall be thought meet and convenient, and whatſoever the ſaid I. T. ſhall do in, &c. for or touching the demiſing, granting or ſetting out of the ſaid Copy-hold or cuſtomary lands, as a Steward of the premiſes aforeſaid, and whatſoever the ſaid I. T. &c. or any two of them, whereof &c. to be one, ſhall do, uſe or cauſe to be done, in, for or touching any other thing or matter before mentioned, we do by theſe preſents grant and promiſe, for us, our heirs, executors and adminiſtrators to eſtabliſh, ratifie, confirme, ſtand to, allow, avow, as fully and as perfectly to all intents, conſtructions and purpoſes as though the ſame were done by us

our

ourselves actually in our proper persons. In witnesse &c.

A warrant for an Attorney to confesse a Judgement, in case satisfaction be not made by a certain day.

MAster *Barnet*, Whereas I E. F. Esquire, together with C. D. &c. am and stand bound by obligation in the summe and penalty of &c. conditioned for payment of *&c.* at a certain day long since past, if in case I the said E. F. my *&c.* doe not well and truly satisfie and pay, or cause to be paid unto the said G. B. his *&c.* all such summ or summs of money as shall be due to him upon the said last recited obligation, on or before the *&c.* next ensuing the date hereof, then I the said E. F. do hereby give warrant and authority, unto you the said R. B. or any other of the Attorneys of the Court of the Upper-Bench at *westminster*, to appear for me in the said Court of the Upper Bench at *westminster* unto an action or sute there to be brought or commenced against me the said E. F. by the said G. B. his *&c.* upon the said obligation, and to acknowledge and confesse a Judgement upon the same obligation in *Michaelmas* term next ensuing the date hereof: and this shall be your sufficient Warrant for the same. In witnesse, *&c.*

To T. S. and R. B. Atturneys in the Court of the Upper Bench at Weſtminſter, *joyntly and ſeverally, and to any other Atturney of the ſaid Court.*

WHereas I A. B. of, &c, do ſtand bounden by obligation, bearing date the day of the date hereof, unto C. D. &c. in the ſum of &c. conditioned for the payment of, &c. on the, &c. next enſuing, &c. as by the ſame &c. Now I doe hereby authorize the ſaid Atturneys or either of them, to appear for me, and to accept & take a Declaration on the ſaid obligation, and to plead *non ſum informatus* to the ſame. And I do agree, that if the ſaid *&c.* be not paid according to the tenor of the condition of the ſaid, *&c.* then judgement is to be entred, then as now for the ſaid, *&c.* and I do alſo hereby releaſe unto the ſaid C. D. all error & errors touching the ſaid judgment and proceeding thereupon to be had. And I will not releaſe or revoke the authority and power hereby given to my ſaid Atturney. In witneſſe, &c.

A Releaſe of an Extent by an Adminiſtratrix.

REceived by me *Grace H.* widow, adminiſtratrix as well of the goods and chattels of *William Blithe*, Gent. as of E. T. Spinſter deceaſed, the ſumme of, &c. of, &c. being the conſideration money which the ſaid H. H. payeth to me for the vacuating and diſcharging of an Extent upon a ſtatute of, *&c.* heretofore acknowledged and entred into by I. D. Gent. unto the ſaid W. S. and alſo for the buying in and compounding of the ſaid Extents, by virtue or colour of the ſaid ſtatute, and alſo for all my intereſt

tereſt and demand in the ſame ſtatute and extent, of which ſaid ſumme of, &c. I doe hereby acknowledge the receipt, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid I. D. the ſaid ſtatute and extent, or all manner of proceſſe or proceeding whatſoever, occaſioned by reaſon of the ſaid extent. In witneſſe, &c.

A Releaſe of a Bond, it being loſt.

TO all Chriſtian people, &c. I *M. Longton* of, *&c.* ſend greeting, *&c.* Whereas R. L. S. L. and T. W. by their obligation, bearing date (recite the Bond) as by the ſame obligation appeareth: and foraſmuch as the ſaid ſumme of &c. together with all ſuch ſum and ſums of money as are due for the intereſt and forbearance, are and is well and truly ſatisfied and paid unto me the ſaid M. L. in full diſcharge of the ſaid recited obligation; which ſaid obligation is loſt and cannot be found. Now know all men by theſe preſents, that I the ſaid M. L. have remiſed, releaſed, and quit-claimed, and do hereby for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid R. L. S. L. and T. W. and every of them, their and every of their executors, adminiſtrators, and aſſignes, and every of them, as well the recited obligation, and all ſuch ſummes of money as are therein mentioned, to be due and payable unto me the ſaid M. L. my executors, adminiſtrators or aſſignes, as alſo all and all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, accompts, debts, reckonings, ſumme and ſummes of money, judgements, executions and demands whatſoever, which I the ſaid M. L.

L. ever had, now have, or that I, my executors administrators or assigns, or any of us in time to come, can or may have, to, for or against the said R.L.S.L. and T.W. or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premises, from the beginning of the world until the day of the date hereof. And I the said M.L. do for me my executors, administrators and assigns, covenant, promise and agree, to and with the said R.L. S.L. and T.W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M.L. my executors or assignes, or any of us at any time or times hereafter, doe find, or can have or obtain the said recite, obligation, being lost as aforesaid, then I the said M.L. my executors, administrators or assignes, or some of us, shall and will within two moneths next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R.L.S.L. and T.W. or some or one of them, their, *&c.* or some of them. In witnesse, &c.

A Release of all Legacies and demands given and bequeathed by ones last will and Testament.

KNow all men by these presents, that I, E.T. of *&c.* widdow, have remised, released and quit-claimed, and by these presents do for me, my executors and administrators remise, release, and for ever quit-claim unto I.B. Gent. and H.H. Citizen, *&c.* executors, *&c.* and either of them, their executors, administrators, assigns, of and from all legacies, gifts, be-

bequests, summ and summes of money and demands whatsoever, bequeathed and given unto me the said E. T. in and by the last Will and Testament of R. T. &c. deceased, and of and from all manner of actions and sutes, cause or causes, or actions and sutes, sum and sums of money, debts, duties, reckonings, accompts and demands whatsoever, which I the said I. T. ever had, now have, or that I, my executors or administrators, can or may at any time or times hereafter, have, challenge or demand against the said I. B. and H. H. or either of them, their and either of their executors, administrators or assignes, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world untill the day of the date hereof. In witnesse, &c.

To I. K. of, &c. one of the Atturneys, &c.

I A. B. do hereby desire you, and do give you full power, license and authority to appear for me, and for, &c. in the said Court, as of this last M. term in an action of debt, for, &c. at the sute of &c. upon an obligation conditioned for the payment of, &c. in which said obligation I stand bound as principal, And this shall be your sufficient warrant in that behalf. In witnesse, &c.

A warrant to acknowledge satisfaction.

WHereas there is one judgement depending in the Court of Common-pleas at *westminster*, of *Trinity* term in the, &c. against I. F. of, &c. Esq; for 500l. debt, besides the costs of sute for Sir H. H. Knight, as by the Records of the said Court more at large may appear. These are therefore to authorize and give full power to you and either of you

you, to acknowledge ſatisfaction upon the ſaid judgement, and for your ſo doing this ſhall be your ſufficient warrant irrevocable. Witneſſe, *&c.*

To R. P. and R. S. or any other Atturney of the Court of Common-Pleas at *weſtminſter.*

A Condition for the truth of a Merchants Apprentice, and that he ſhall give juſt accompts or demands, and pay what he ſhall fall ſhort in

THe Condition, *&c.* that whereas the within named H. S. at the inſtance and requeſt of the within bound Sir S. A. hath accepted and taken T. A. Son of the ſaid S. A. to be the Apprentice of him the ſaid H. S. for the term of, *&c.* to be commencing from the day of the date within written, as in and by the ſaid Indenture, *&c.* If therefore the ſaid T. A. his executors and adminiſtrators, do from time to time hereafter, upon every reaſonable requeſt in that behalf to him or them to be made by the ſaid H. S. his Executors, adminiſtrators, ſervants, factors or aſſignes, or any of them, yield, make and deliver up juſt and true accompt and accompts, and duly diſcharge him and themſelves unto the ſaid H. *S.* his executors, adminiſtrator s or aſſignes, of, for, from and concerning, all, *&c.* ſuch wares, goods, moneys, merchandizes, ſpecialties, bills of debt, and other things which ſhall be committed, or come to the hands, charge, poſſeſſion or diſpoſition of the ſaid T. A. by reaſon or means of his ſaid ſervice, either in the parts beyond the ſeas, or on this ſide: And in caſe it ſhall happen or fortune that he the ſaid T. A. at any time or times during the ſaid term, to imbeazle,

fical,

ſteal, purloin, miſ-ſpend, or unlawfully to detain, conſume or make away any of the moneyes, wares, goods, merchandizes, commodities, ſpecialties, bills of debt, and other things, which do or ſhall belong or appertain to the ſaid H. S. or any his partner or partners, his or their or any of their executors or adminiſtrators, or to any other perſon or perſons, wherewith he or they, or any of them, are or ſhall be in any wiſe charged or chargeable; if then and ſo often the ſaid Sir H.S. his Heirs, Executors, adminiſtrators or aſſignes, or any of them, from time to time hereafter, alwaies within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the ſaid. H. S. his executors, adminiſtrators or aſſigns, do well and truly make or cauſe to be made unto the ſaid H.S. his executors, adminiſtrators or aſſigns, at or in, &c. ſufficient recompence and ſatisfaction, in good and lawfull, &c. for all ſuch goods, wares, moneys, merchandizes, ſpecialties, bills of debts, and other things, which upon any accompt or otherwiſe ſhall truly appear to be found to have been by the ſaid T. A. ſo imbeazled, ſtoln, purloined, miſ-ſpent, or unlawfully conſumed, detained or loſt, as aforeſaid: And further if the ſaid T.A. do not at any time or times hereafter during the ſaid Term, unlawfully depart or abſent himſelf out, of or from the ſervice of the ſaid H. S. his maſter, without his licence and conſent in that behalf firſt had and obtained, nor do at any time or times hereafter, merchandize or trade for himſelf, or undertake to do any buſineſſe or buſineſſes, in the trade or merchandizing, for any perſon or perſons, nor accept or pay any bills of, or give bill or credit for any perſon or perſons, unleſſe it be by & with the like conſent or licence of the ſaid H. S. his executors, or

adminiſ-

miniſtrators in that behalf firſt had and obtained in writing, that then, &c,

A Leaſe of a Warren of Conies.

THis Indenture, made, &c. between A. B. of, &c. of th'one party, and C. D. of, &c. of th'other party witneſſeth, that the ſaid A. B. for, &c. hath demiſed, granted and to farm letten, and by theſe preſents doth, &c. unto the ſaid C. D. his, &c. all that his ground and game of Conies, being, &c. in the C. of K. and all the Conies in the ſaid ground being, with the increaſe, gains, profit and advantage, from time to time, ariſing, coming, growing, and renewing of the ſaid Conies in the ſaid ground being, and to the ſame ground belonging, there to hunt, hey, ferrit and pitch nets, or otherwiſe to uſe for the moſt benefit and advantage of the ſaid A. B. and his aſſigns, that he can or may deviſe, in large, ample, and beneficial manner and form as the ſaid A. B. or any other perſon and perſons heretofore have, had, held, uſed, occupied or enjoyed the ſame, To have and to hold the ſaid ground and game of Conies, in the ſame being, and to the ſame belonging, with all the gains, profits and advantages to the ſame belonging, and renewing as aforeſaid, unto the ſaid C. D his executors and aſſignes, from the, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren-houſe, and on the fences, ditches, hedges, and mounds. And at the end &c. to leave the Berry & Cony-clappers ſufficiently covered with thorn, and alſo the ſame ground and Berry of Conies, ſufficiently repleniſhed and ſtored with Conies, Covenants for enjoying, &c.

A Licence to hawk, hunt and fish.

TO all Christian people, *&c.* I Dame O. S. *&c.* send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto especially moving, have given and granted, and by these presents do give and grant unto Sir T. L. of, *&c.* Knight, and his assignes, full, free and absolute power, liberty, licence and authority, to hawk, hunt, fish and fowl, from time to time, and at all times hereafter, at the will and pleasure of him the said Sir T. L. and his assigns, for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. *Super* S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same, in as full, free, ample and beneficial manner and form, as I my self might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through my act, means, consent, privity or procurement. And I the said O. Lady S. doe covenant, promise, grant, and agree, to and with the said Sir T. L. and his assignes by these presents, that it shall and may be lawfull, to and for the said Sir T. L. and his assignes, from time to time, and at all times hereafter during my natural life, as occasion shall be offered, to have and take as well all and every the nets, and other engines and instruments of what kind soever, as also all the Dogs and Spaniels of whatsoever sort or kind, of all or any persons whatsoever, that shall at any time or times hereafter, hawk, hunt, fish,

fiſh or fowl, within or upon the ſaid Lordſhip or Mannor of M. *ſuper* S. or within or upon any part or parcel thereof, without the licence or conſent of the ſaid Sir T.L. or his aſſigns, or ſome of them, thereunto firſt had and obtained, he the ſaid Sir T. L. or his aſſigns, delivering or cauſing to be delivered unto the Bailiff or ſteward for the time being, of me the ſaid O. Lady S. of the ſaid Mannor or Lordſhip of M. *ſuper* S. the aforeſaid nets, engines, inſtruments and dogs, ſo to be taken as aforeſaid, to be uſed, beſtowed and imployed, to and for the uſe and behoof of me the ſaid O. Lady S. in ſuch manner and form as I the ſaid Lady S. or my aſſignes, ſhall think fit. In witneſſe, &c.

A Leaſe of Cole mines.

THis Indenture made the, &c. between I. L. of *&c.* and A.B. of, &c. witneſſeth, that the ſaid I.L. for & in conſideration of, &c. hath demiſed, granted, and to farm letten, and by theſe preſents doth, &c. unto the ſaid A. B. all and all manner of mines, pits and veins of cole now open and known, or that may be found out by digging, ſinking or otherwiſe howſoever, lying or being in certain lands, called or known by the name of *&c.* within the mannor of, *&c.* with free liberty to and for the ſaid A.B. his executors and aſſignes from time to time, and at all times during the term hereafter mentioned, to dig, ſearch, ſink, trench and mine, in and upon the ſaid lands called W and every part and parcel thereof, at his and their wills and pleaſure, for the ſearching our, having and taking up of coles, and the ſame ſo trenched, digged, and found, to take and carry away from time to time and at all times during the term by theſe preſents de-

demiſed, except and alwaies reſerved, unto the ſaid I. L. his heirs and aſſigns, all and all manner of quarries heretofore demiſed, by the ſaid I. L. to C. D. of, &c. To have and to hold the ſaid mines and pits, of coles, with free liberty of digging, trenching, ſearching and carrying away the ſame, with all and ſingular other the premiſes except before excepted unto the ſaid A. B. his executors, adminiſtrators and aſſignes, from the Feaſt of, &c. unto, &c. yielding, &c. and if it happen the ſaid yearly rent of, &c. to be behind, &c. and the ſaid A. B. for himſelf, &c. covenanteth, &c. that he the ſaid A. B. his executors, adminiſtrators or aſſignes, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of, &c. ſo long as any ſuch mine or pit ſhall be digged or trenched, for ſearching out of Coles as aforeſaid, fill up the ſaid mine or pit with meaner earth, and then level the ſame in ſuch ſort again, as the ſame may not be to the annoyance of the Occupiers of the ſaid Lands, called W. or any of them In witneſs, &c.

A Letter of Licenſe.

TO all Chriſtian people, to whom theſe preſents ſhall come; we A. B. of *London* Alderman, R. L. D. and I P. Merchants, &c. ſend greeting in our Lord God everlaſting. Whereas I. C. Citizen and Vintner of *London*, (for and by reaſon of the commerce, divers contracts, agreements and other cauſes between him and us the above named perſons, paſſed and had,) ſtandeth and is ſeverally indebted unto the ſaid A. B. R. L. I. D. and *I.* P. and others, in divers and ſundry great ſumms of money, as by ſeveral obligations and writings under his hand and

ſeal unto us ſeverally made, and otherwiſe it doth and may appear. Now know ye, that we the ſaid R. R. L.I.D. and I. P. and the reſt, for divers and many good and charitable cauſes and conſiderations us eſpecially moving, have given and granted and by theſe preſents do give and grant, full licence and liberty unto the ſaid I.C. quietly and freely to go about, attend and negotiate, as well his own private affairs, buſineſs and cauſes, as alſo all other matters and things whatſoever he hath, or ſhall have or do for any other perſon or perſons whatſoever, as well within the City of *London*, as within all other the, &c. at all and every time and times, from henceforth, for and during the ſpace of, &c. to begin at the Feaſt of, &c. next enſuing the date hereof without any manner of let, diſturbance, moleſtation, ſtay, arreſt, attachment or ſute of his perſon or of his goods, chattels, money, marchandizes, or of any other commodities or appurtenances whatſoever, by us the ſaid, &c. or any of us, or by the executors or adminiſtrators of any of us on this ſide, or within the ſaid ſpace, time or liberty of &c. and we the ſaid, &c. are not onely contented and agreed to give and grant this our preſent licenſe and reſpite to the ſaid I. C. for the payment of his ſaid debts, but alſo every one of us, for his part, do by theſe preſents freely and clearly releaſe, remit, quiciame and forgive unto the ſaid I. C. all and every ſuch ſum and ſumms of mony, as he the ſaid I.C. at this preſent doth ſeverally owe unto us, in caſe any of us at any time or times during aud within the ſaid ſpace of &c. as aforeſaid, ſhall do, move, procure, practiſe or attempt, or cauſe to be by any wayes or means, any manner of act and acts, thing or things to be done, moved, procured, practiſed or attempted againſt the ſaid I.C. or his goods, chattels

money,

money, marchandizes, or any other of his things whatsoever, contrary to the purport, true meaning, tenor and effect of this our present license and grant. And further our meaning and intent is, that after the said &c. shall be fully &c. expired, we do by these presents give and grant license to the said I.C. that if he, his executors, administrators or assigns, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cause to be paid unto us the said several Creditors, or to the several executors, administrators or assignes of us and every of us, the full fourth part of the debt to us and every of us owing, that then we nor any of us, nor any other by our or any of our means or procurement, shall do any thing or act against the said I.C. or any of his goods, chattels, moneys, marchandizes, or any other of his things whatsoever.

An Indenture upon the chusing of a Burgess to serve in Parlament.

THis Indenture, &c. between H. D. &c: High Sheriff of the County of, &c. of the one part, and H.B. and R.G. &c. Burgesses and Burrough-men of the Burrough and Town of, &c. of the other Party, witnesseth, that the said Burgesses and Burrough-men, according to the Proclamation made by the said Sheriff for the election of Burgesses in every Burrough or Town within the said Counry, have the day of the date here of at A. aforesaid, elected, named and appointed H. B. and R. G. Esquires, Burgesses of the said Town of A, and they to give their attendance, advice and counsel at the High Court of Parlament to be holden at *westminster* the next coming, In witnesse whereof the said Bur-

Assises and Burrough-men to these present Indentures have put their seals, and subscribed their names and marks, the, &c.

A Testimonial for relief of one that had his house and goods burnt.

TO all Christian people, *etc.* Know ye that we Sir I. T. and T. G. Knights, T. W. E. P. *etc.* Esquires, for the Succouring and relieving of our poor distressed brother S. S. of *etc.* do by these our writings testifie, declare and bear witness, that on Friday the tenth of, *etc.* the said S. S. being at *Wakefield* market travelling for his livelihood, a sudden and lamentable fire hapned, which burnt down his dwelling house, with all his goods therein, and his Barn wherein was all his corn and hay, to the utter undoing of the said S. his wife and small children, Now for that the said *S.* was an honest painful man, and is now brought to so great misery and distresse, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well disposed Christians; therefore we pray and desire all charitable and godly-minded persons, to help, succour and relieve the said S. with their charity towards his livelihood, and in recompence of his losses, and in so doing they shall oblige us to shew like charity to any of their neighbours, in their distresse and necessity. In witnesse, *etc.*

The beginning of a Demise of Copyhold-lands, etc.

THis Indenture, *&c.* witnesseth, that whereas at a Court Baron, holden for the mannor of, *etc.*

on

ont he, &c. laſt paſt, the Lord of the ſaid mannor by, &c. the Steward, did give licenſe to the ſaid I. T. to demiſe and grant the meſſuage, lands and tenements hereafter in theſe preſents mentioned, unto any perſon or perſons for the term of 21. years, from the Feaſt of, &c. then laſt paſt, as by the Rolls of the ſaid Court appeareth, now the ſaid I. T. in purſuance of the ſaid licence to him granted as aforeſaid, and for and in conſideration of the ſum of, &c. to him, &c. hath demiſed, granted, and to farm-letten and by theſe preſents, &c. all that Copy-hold, meſſuage or tenement, with the appurtenances, commonly called or known by the name of, &c. ſituate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

A Releaſe from two joint-Purchaſers, to the other two.

TO all to whom theſe preſents ſhall come, Sir T. W. of, &c. Knight, and T. S. of, &c. Eſquire, ſend greeting; Know ye that the ſaid Sir T. W. and T. S. for good conſiderations them hereunto moving, have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for them, and either of them, their and either of their heirs, remiſe, releaſe and for ever quit-claim, unto, &c. their heirs and aſſignes, all the ſtate, right, title, intereſt, claim and demand whatſoever, of them the ſaid Sir T. W. and T. S. of, in and to all that the mannor and Lordſhip of, &c. with the rights members and appurtenances thereof, &c. of, in and unto all & ſingular other the mannors, Lord-ſhips, lands, tenements and hereditaments, which in and by one Indenture inrolled in the Chancery, bearing date the, &c. made between the Right Honorable, &c. of the one part, and the

said, &c. on the other part, were granted, bargained, and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witnesse, &c.

A sale of goods to the Plaintiff levied upon a Scire facias *by the Sheriffs Bailiff.*

KNow all men, &c. that I G. B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the writ of *Sciri facias*, to the Sheriff of the said County directed, have levied of the goods and chattels, &c. the sum of, &c. part of a debt due to, &c. and levied by virtue of the Writ aforesaid to his use. In full satisfaction of which said summ of, &c. I do by virtue of the Writ and Warrant to me directed as aforesaid, assign, sell and set over unto the said, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the said goods and chattels, to him, his heirs, executors and administrators, as his own proper goods and chattels, as fully and absolutely as I the said G.B. might, could or ought to do by force and virtue of the said Warrant and Apprizement, or otherwise howsoever. In witnesse, &c.

A Lease of goods levied by the Sheriff upon Judgment.

THis Indenture made the, &c. between M.F. of, &c. of the one part, and I.F. of, &c. of the other part. Whereas the said M.F did in *Michaelmas* term in the, &c. by due course of law, obtain and recover one Judgment in the Court of Kings

Bench

Bench, now called the upper Bench at *westminster*; against the said I. F. for the sum of, &c. debt and costs of sute, as by the Records remaining in the said Court, *Rot.* 232. Whereunto Relation being had, more at large it doth and may appear, and whereas Sir I. S. Sheriff of the said County of, &c. did on or about the, &c. by vertue of a writ of *Scire facias* upon the said judgement to him directed, returnable, &c. levy of the goods and chattells of the said I. F. the summe of, &c. in part and satisfaction of the said judgement, which goods and chattels were sold by the said Sheriff or his Deputy unto the said M. F. as by a particular Schedule or Indenture hereunto annexed appeareth. *Now this Indenture witnesses*, And it it is fully concluded and agreed by & between the said parties to these presents, in regard the said goods and chattels, mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M. F. that the same goods and chattels shall remain and continue in the custody and possession of the said I. F. for the use and behoof of the said M. F. his, &c. for and during the space and time of six months, next after the date hereof, and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six months, shall be sold or disposed of by the said I. F. his executors, administrators and assigns, then he the said I. F. for himself, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M. F. his executors, administrators and assigns, to give a true and just accompt or accompts, together with the proceed or increase thereof in writing, unto request made, and to pay or cause to be paid unto him the said M. F. his execu-

tors, adminiſtrators or aſſignes, all ſuch ſumme or ſums of money as ſhall be found due upon the ſaid accompt or accompts, ſo to be made or given, and at the end and expiration of the ſaid term, ſhall and will well and truly deliver, or cauſe to be delivered unto the ſaid M. F. if the ſaid I. F. his executors, &c. ſhall be thereunto required, the reſidue and remainder *in ſpecie*, with the proceed and increaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule or Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M. F. his executors, adminiſtrators or aſſigns, allowing in the mean time unto the ſaid I. F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid I. F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them, In witneſſe, &c.

A Leaſe of Lands *in* Barbadoes,

THis Indenture made, &c. between R. C. of, &c and M. S. of, &c. witneſſeth, that the ſaid R. C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm let unto the ſaid M. S. all that his own ſhare, part and portion of Land, containing in all by eſtimation fourty acres of land, be it more or leſs, ſituate and being in, &c as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the *Engliſh* Merchants and planters, or their aſſignes, and allotted unto the ſaid R.

C.

C. for one of his ſhares of his adventure with the ſaid Company of the ſaid Iſland and now are or late were in the tenure or occupation of R. P. or his aſſigns and alſo one acre of Land being part or parcel of, &c. lying within, &c. likewiſe allotted unto the ſaid R. C. for another ſhare of his adventure to the ſaid Iſland, the ſame acre of land to be meaſured, and ſet out in ſome convenient place of the ſaid ſhare of land, adjoining upon or near unto the freſh water, together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid M. S. his executors, ſervants, and aſſignes, by and through &c. at all convenient times, and by all fitting and convenient waies and paſſages, to fetch water from the Springs and rivulets thereunto adjoining, as need ſhall require, To have and to hold the ſaid ſhare of Land, and acres of Land, and all other the above demiſed, or meant, mentioned or intended to be demiſed premiſes, with their and every of their rights, members and appurtenances unto the ſaid M. S. his, &c. from, &c. for and during the term of, &c. M. S. his, &c. yielding and paying therefore yearly and every year during the ſaid term of, &c, unto the ſaid R. C: his, &c. the moity or one half part of all the profits & gaines whatſoever, which ſhall yearly be made or raiſed by, or by means of the digging, ſetting, planting, ſowing, manuring and imploying the ſaid lands and premiſes above by theſe preſents demiſed or meant, or mentioned to be demiſed, and every or any part thereof, or by any other wayes or means whatſoever, the ſame to be yearly and every year, once or oftner, (as ſhipping may conveniently be had) ſent into *England*, to and for the uſe of the ſaid R. C. his heirs and aſſigns: for and in full ſatisfaction and payment

ment of all manner of rents whatſoever, and the ſaid N.S. for him, his, &c. doth covenant and grant to and with the ſaid R.C. his, &c, by theſe preſents, in manner and form following, that he the ſaid M. S. ſhall and will once in every year yearly, or oftner, during the ſaid term hereby granted, and as ſhipping may be conveniently had as aforeſaid, make and ſend unto the ſaid R. C. his heirs or aſſigns, a juſt and true accompt how the ſame lands and premiſes hereby demiſed, have until that time been imployed and uſed, and likewiſe with the ſame accompt ſhall and will ſend and deliver, or cauſe to be delivered unto, and for the uſe and behoof of the ſaid R. C. his heirs and aſſigns, unto the City of *London*, the ſaid moity or one half part of all the increaſe, profit and gaines above by theſe preſents reſerved, which ſhall happen to be accrued or riſen by means of the husbanding and imploying of the ſaid lands and premiſes by theſe preſents, demiſed, and alſo ſhall and will from time to time ſend and deliver, together with the ſaid rent above reſerved, unto the ſaid R. C. his executors or aſſigns, all the other moiety or half part of all the profits and gains, which ſhall happen to be accruing and ariſing, by means of the ſaid husbanding and imploying of the ſaid lands and premiſes in ſort as is aforeſaid, or ſo much thereof over and above the ſaid rent, as ſhall be due and payable by virtue of theſe preſents, untill the ſumme of, &c. ſhall be fully ſatisfied and paid unto the ſaid R. C. his &c. which ſumme he the ſaid R.C. at and before the enſealing of theſe preſents, did diſburſe and lay out for the finiſhing of the ſaid M. S. with implements, utenſils and other neceſſaries, to be uſed and imployed in and about the manuring, managing and dreſſing of the ſaid lands above mentioned to be demiſed,

miſed. And, further that he the ſaid M.S. his executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will from time to time, & at all times hereafter during the continuance of this demiſe, in good order of huſbandry, ſet, ſow, plant and imploy the lands and premiſſes hereby demiſed, to the beſt advantage, according to the coſtom of the Country there uſed and to be uſed; And alſo ſhall and will at his and their own propper coſts and charges, erect build and ſet up in good order of workmanſhip one convenient houſe upon ſome moſt commodious place of the premiſſes. And further that he the ſaid M.S. his &c. ſhall not and will not at any time or times hereafter, during the continuance of this preſent leaſe, demiſe or grant the premiſes to any perſon or perſons whatſoever, for and during the term hereby granted, or any part thereof, without the licenſe of, &c. or make any wilfull waſte or ſpoil upon any the Cedar or Timber-trees now ſtanding, growing or being, or which at any time hereafter ſhall ſtand, grow or be upon the premiſſes, or any part thereof, other then for their neceſſary uſe. Covenant for reparations and for quiet enjoying, &c. provided always, that if it ſhould happen the ſaid yearly rent to be behinde, &c. or if default ſhall be made of or in performance of any the covenants, grants, articles, payments and agreements herein conteined on the parts, &c. that then and from thenceforth it ſhall and may be lawfull, &c. In witneſſe, &c.

A Leaſe from a Company.

THis Indenture made, &c. between, &c. Witneſſeth that the ſaid Maſter and four Wardens, by and with the aſſent and agreement of the more part

of

of the moſt ancient and diſcreet perſons of the ſaid Fraternity, their aſſiſtants, as well for and in conſideration of the ſumme of, &c. have demiſed, &c. all that their Meſſuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the ſedges widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſſe-windows, wainſcots, partitions, and ſuch like as ſhall be fixed, faſtned and ſet within or about the premiſes, and are not removeable by the cuſtome of the City of *London*, without defacing, ſpoiling or deſtroying the ſame, and that it ſhall and may be lawfull to and for the ſaid Maſter, &c. their Rent-gatherer, officers and aſſigns, to enter and come into and upon the premiſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decays and defaults there found, to give or leave warning at the premiſes aforeſaid, to and for the ſaid L. W. his, &c. to repair and amend all and every the ſaid decays and defaults within the ſpace of, &c. Provided alwaies that if it ſhall happen the ſaid yearly rent of, &c. or if the ſaid L. W. ſhall grant, aſſign or ſet over his, &c. to any perſon or perſons without the, &c. or if the reparations of the premiſes or any part thereof, ſhall not be made and done within the ſpace of, &c. above limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and terms of years ſhall ceaſe, determine and be utterly void, and that then or at any time after; it ſhall and may be lawfull to and for the ſaid Maſter, and four Wardens of the Fraternity aforeſaid, and their ſucceſſors for the time being, and their rent gatherer, officer, or any other certain Attorney in their name and to their uſe, into the premiſes above demiſed, with the appurtenances, to re-enter

ter, and the ſame to have again, *etc.* and the ſaid L. W. and all other occupying, *etc.* thereof thereout to expell, *etc.* In witneſſe, *etc.*

A Leaſe *from a Parſon and Church-wardens, with a Covenant for building, &c.*

THis Indenture made between G. G. Dr. of Divinity, Parſon and Proprietor of the Pariſh-Church of, *etc.* I. M. and C. H. Church-wardens, of the goods, works, rents and ornaments of the ſaid Pariſh-Church of the one part, and C. L. of *etc.* of the other part witneſſeth, that the ſaid Dean and Chapiter, and Church-wardens, with the whole aſſent and conſent of the Pariſhioners of the ſaid Pariſh, for divers good cauſes and conſiderations them thereunto eſpecially moving, hereafter in theſe preſents mentioned, *viz.* as well for the new building and erecting of the tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly rent of the ſaid tenement being lately demiſed to, *etc.* deceaſed, have demiſed granted and to farm-letten, *etc.* unto the ſaid W. N, all that tenement with a garden lying on the back-ſide thereof, belonging to the Pariſh of, *etc.* late in the tenure of, *etc.* ſituate in, *etc.* between, *etc.* which ſaid tenement and a garden, on the South part thereof, conteineth in length from, *etc.* eighty four foot aſſize, and in breadth from the North-corner of, *etc.* to the *etc.* twenty foot of aſſize, and in length, from the Eaſt ſide of, *etc.* and from the South corners of, *etc.* to, *etc.* nineteen foot and two inches of aſſize, and all rooms, chambers, ſellers, ſollers, houſes, gardens, yards, entries, eaſments,

and

and all other edifices and buildings, with all and ſingular their appurtenances whatſoever to the ſaid tenement and garden belonging or appertaining, in as large and ample manner as the ſame were demiſed, uſed and occupied by the ſaid, &c. his aſſigns or any of them. *To have and to hold*, &c. yielding, &c. unto the Church-wardens of the Pariſh for the time being, and to their ſucceſſors, to the uſe of the ſaid Church, the ſum of , &c. at the, &c. And whereas the ſaid tenement is at this preſent in utter ruine and decay, and not meet to be inhabited, therefore the ſaid W.N. for the conſideration before mentioned, doth for him, his, &c. covenant and grant to and with the ſaid Church-wardens, and their Succeſſors, Church-wardens of the ſaid Pariſh by theſe preſents, that he the ſaid W.N. his, &c. ſhall and will for his moſt benefit and commodity, erect and new build the ſaid tenements, with good and wel-ſeaſoned timber, within the ſpace of, &c. and the ſame erected and built, ſhall and will ſufficiently repair, maintain and keep, with all manner o repairations in and by all things whatſoever, as often as need ſhall require, during the ſaid term. Covenant for re-entry upon non-payment or not repairing. Covenant for quiet enjoying. *Et ſimilia.*

A Leaſe from a Town or Corporation to commence at the end of a former, with ſeveral Proviſoes.

THis Indenture made between the Maior, Bailiff, and Burgeſſes of the Burrough and Town of, &c. in &c. and H.T. of, &c. witneſſeth, that the ſaid Maior, Bailiffs and Burgeſſes, by and with one full aſſent, conſent and agreement, as well for

and

and in conſideration of the ſumm of &c. to be paid unto the ſaid Maior, Bayliffes and Burgeſſes at the commencement of this preſent leaſe, as alſo for divers &c. and for and upon the conditions and proviſoes hereafter in theſe preſents expreſſed, have demiſed, granted, ſet and to farm letten, and by theſe preſents do, &c. unto the ſaid H. T. all that their burgage, meſſuage and Tenement with the appurtenances, ſituate, lying and being in P. aforeſaid, upon the Eaſt-ſide of acertain Cloſe, there commonly called the, &c. late in the tenure of, &c and alſo all that ſhop, &c. and all and ſingular other the houſes, edifices, buildings, barns, ſtables, ſhops, rooms, loſts, folds, courts, yards, back-ſides, curtillages, commons, common of paſture and turbary wales, waters, caſments, liberties, profits, commodities, emoluments, advantages and appurtenances, whatſoever, to the ſaid Meſſuages, burgage or tenement or ſhop, or any of them, or any part or parcel thereof, belonging, or in any wiſe appertaining, or heretofore, &c. *To have and to hold* the ſaid, &c. to the ſaid, &c. from and after the end and expiration of one leaſe heretofore made, &c. of the ſaid premiſes unto I. T. late father of the ſaid H. T. for the term of, &c. yielding and paying therefore yearly during the ſaid term unto the ſaid Bayliffs for the time being, and their Succeſſors, to the uſe of the ſaid Maior, Bayliffs and Burgeſſes, and their Succeſſors, the annual or yearly rent of, &c, at the Feaſt, of, &c. only, during the ſaid term, or within, &c. next after the ſame, if it be lawfully demanded, either by publick notice, or otherwiſe, for all manner of rents, boons, duties, ſutes, ſervices, and demands whatſoever; and if it ſhall happen the ſaid yearly rent of, &c. that then and from thenceforth it ſhall be lawfull to and

for

for the ſaid Major, Bayliffs and Burgeſſes, their, &c. into the ſaid demiſed premiſes, &c. and the diſtreſs or diſtreſſes, &c. untill ſuch time as the ſaid rent, &c. be fully ſatisfied and paid unto the ſaid Major, Bayliffs, &c. and if no ſufficient diſtreſs may or can be found in and upon the ſaid demiſed premiſes, or any part thereof, to ſatisfie the ſaid rent with the arrerages thereof; or that the ſaid Bayliffs for the time being, be interrupted or hindred to diſtrain for the ſame, that then and from thenceforth it ſhall and may be lawfull to and for the ſaid Major, Bayliffs and Burgeſſes, their heirs and ſucceſſors, or any of them, into the ſaid demiſed premiſes, or any of them, with the appurtenances, to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in, &c. this preſent Indenture, or any thing, &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premiſes ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Burrough or Town, and who is not a free Burgeſs of the ſaid Town, that then and from thenceforth, &c. Provided further and upon this condition, that if it ſhall happen the ſaid H. T. to dy without iſſue male of his body lawfully to be begotten, before the commencement of theſe preſents, and before the payment of, &c. being the conſideration agreed upon to be paid for the ſame, then if R. T. of, &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten, do pay to the ſaid Major, Bayliffs and Burgeſſes for the time being, their Heirs and Succeſſors, the ſaid ſumme of, &c. in manner & form as aforeſaid, and alſo 20 l. to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living within one year then after their or either of their entry, that

then

then and from thenceforth the ſaid R. T. ſhall be intereſſed in theſe preſents, to him and the heirs males of his body lawfully begotten, and for default of ſnch iſſue, to the ſaid I. T. youngeſt brother of the ſaid H. and of the heirs males of his body lawfully begotten he the ſaid I. T. or his iſſue male paying the ſaid ſum of, &c. to the ſaid Major, Bayliffs, and Burgeſſes, and the ſaid ſum of, &c. to the iſſue female of the ſaid T. H. in ſuch manner and form, as is herin before expreſſed, limited and appointed: & for default of ſuch iſſue, then to the heirs and aſſignes of the ſaid H. during the reſidue of the ſaid term. In witneſſe, &c.

A Leaſe for three lives, with a Letter of Atturney to take and give poſſeſſion.

THis Indenture made, &c. between, &c. witneſſeth, that the ſaid, &c. for and in conſideration of, &c. doth demiſe, &c. all that his meſſuage and Tenement with the appurtenances, and all and ſingular ſhops, ſellers, ſollers, chambers, rooms, entries, waies, yards, back-ſides, lights, eaſments, profits and commodities whatſoever, to the ſaid meſſuage or tenement belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed, late in the tenor, &c. ſituate, &c. *Habend.* the ſaid meſſuage or tenement, and other the premiſſes, with the appurtenances, to the ſaid, &c. and to his aſſigns, for and during his natural life, the remainder thereof to the ſaid F. his wife and to her aſſignes, for and during term of her natural life, the remainder thereof after the ſaid ſeveral deaths of H. and F. unto the ſaid S. for and during the term of her natural life; Yielding, *&c.* during the ſaid term or eſtates, and every or any of them, unto the ſaid I. his heirs and aſſigns the rent of, *&c.* at the, *&c.* by even and equal portions

and yielding and paying therefore also unto the said I. his &c. for and upon any alienation, demise or grant of the premises, or of the greater part of them, and for and upon any change of tenant or tenants of the premises, during the said term or estates, or any of them, the sum of, &c. (toties quoties) for every change, alienation or demise, in the name of a fine for alienation, the same fine or fines to be paid to the said, &c. at the messuage or tenement aforesaid within the space of, &c. next ensuing the first of the Feasts aforesaid, which shall next come or happen to be after any such alienation, &c. of the premises, or the greater part thereof. A Covenant that they the said H.F. his wife, and S. their, &c. or some of them, shall or will at or before the, &c. expend, disburse and lay out, in, upon or about the building, repairing, strengthning and bettering of the said messuage or tenement, with the appurtenances, and other the demised premisses, the sum of, &c. at or before the Feast of, &c. provided alwaies, that if it shall happen the said yearly rent of &c. or the said fine or fines that shall grow due, &c. at any time during the life, of &c. to be behind and unpaid, in part or in all, by the space of, &c. next after, &c. or if the demised premisses, or any part thereof, shall be in decay or unrepaired by the said space of, &c. next after notice given, that then the estate of the said *H.* for & during his natural life, shall cease, determine & be utterly void & of none effect, to all intents & purposes; or if at any time after the decease or determination of the said estate of the said H. & during the life of the said F. it shall happen the said yearly rent of, &c. or at the said fine or fines to be behind & unpaid, &c. by the space of, &c. or that the said demised premises shall be in decay or want repairing, &c. by the space of, &c. that then likewise the said estate of the said F. shall cease,

determine

determine, &c. and that then and at all times from thenceforth, it shall and may be lawfull to and for the said I. his, &c. into the said demised premises, with the appurtenances, and into every part and parcel thereof to re-enter, and the same to have again, repossesse and enjoy as in his and their former estate, and that thereupon this present Indenture of Lease to be void and of none effect, any thing herein, &c. And lastly, the said I.P. doth by these presents make, ordain, constitute, authorize and appoint, and in his state and place put his trusty & well-beloved friends P.W. and I.M. to be his true and lawfull Atturneys, joyntly or severally for him, and in his stead and name, to enter into and upon the said demised premisses, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name and to his use to take and keep, and after such possession so had and taken, full and peaceable possession & seizin of the same premises, or of any part or parcel thereof in the name of the whole, for him, in his stead and name, to give and deliver unto the said M. R. F. his now wife, & S.B. or any of them, or to their or any of their certain Atturney or Atturneys, in that behalf authorized, according to the tenor, purport, effect, and true meaning of these presents, ratifying, allowing and holding firm, all and whatsoever his said Atturneys joyntly, or either of them severally, shall do or cause to be done, in or about the premisses by the tenor of these presents. In witnesse, &c.

A Letter of Atturney to deliver two Leases.

TO all to whom, &c. I, W. L. of &c. sendeth greeting, Whereas the said W. L. hath caused two severall Indentures bearing date with these presents, to

be drawn and ingroſſed, purporting ſeveral demiſes and grants, from the ſaid W. L. unto R. G. of, *&c.* the one of them purporting a demiſe of all that one Cloſe, *&c.* (as in the Leaſe is recited) with their appurtenances, now or late in, *&c.* lying and being in, *&c.* *To have and to hold* the ſaid ſeveral Cloſes and premiſſes, and every part and parcel therof, unto the ſaid R. G. his, *&c.* from the *&c.* as in the Leaſe: yielding, *&c.* if demanded, and the other of them purporting a demiſe of all that meſſuage or tenement, with the appurtenances, *&c.* as in the Leaſe: To which ſeveral Indentures the ſaid W. L. before the enſealing and delivery of theſe preſents, Hath put his hand and ſeal. Now know ye that the ſaid W. L. hath made, ordained, conſtituted, authorized and appointed, and by theſe preſents doth *&c.* his Truſty & well-beloved friends R. S. *&c.* his true and lawfull atturneys jointly and ſeverally, for and in the name and place of him the ſaid W. to enter and come into and upon the ſaid ſeveral grounds, and all and ſingular other the premiſes above ſeverally mentioned to be demiſed, or any part or parcel thereof, for or in the name of the whole, and full & peaceable poſſeſſiō and *ſeiſin* thereof to take & have, and being ſo entred and thereof or of any part thereof quietly poſſeſſed, then and there for and in the name, and as the proper act and deed in the law of the ſaid W. L. to deliver to the ſaid R. G. or his lawfull Atturney or Aſſignes in that behalf, to his proper uſe and behoof, the ſaid ſeveral Indentures, to which the ſaid W. L. hath put his hand and ſeal as aforeſaid, and alſo to do, ſay, exerciſe, execute, conclude, determine and finiſh, all and every other act and acts, matter and thing whatſoever, which in and about the delivery of the ſame ſeveral Indentures, or either of them, ſhal be requiſite and expedient to and for his ſaid Atturneys, or either

of

of them to do by all due and lawfull circumſtances, ſo fully and effectually in every reſpect, as he the ſaid W. L. might or could do being perſonally preſent at the doing thereof, giving and by theſe preſents granting unto the ſaid, *&c.* the full and whole power ſtrength and authority of him the ſaid W. L. in the execution of the premiſes, and ratifying and allowing all and whatſoever the ſaid, *&c.* or either of them ſhall lawfully do or cauſe to be done in the execution of the premiſſes, for and in the name of the ſaid W. L. as the proper act and deed of him the ſaid W. L. In witneſſe, *&c.*

4u *Aſſignment of certain Debts by an Adminiſtratix to Creditors.*

To all to whom, *&c.* I E.B. of *London* widow, Adminiſtratrix of all & ſingular the goods, chattels, debts and credits, which late were R.E. my husbands deceaſed, ſend greeting, *&c.* Whereas the ſaid R.B. my ſaid late Husband, in his life-time ſtood indebted unto, *&c.* and unto every of them ſeverally, in certain ſeveral ſums of money; Know ye therefore that I the ſaid E.B. intending as much as in me lyeth, to give content and ſatisfaction unto them and every of them, Have given, granted, bargained, aſſigned and ſet over, and by theſe preſents do fully, clearly and abſolutely, *&c.* unto the ſaid, *&c.* & to every of their executors, adminiſtrators and aſſigns, all and every the book-debts, ſpecialties, obligations and writings obligatory, acquittances and receits named and mentioned in a Schedule, *&c.* which are due and owing unto me the ſaid E. as Adminiſtratrix, as aforeſaid, by one, *&c.* and one, *&c.* by what name or names ſoever they be called or known, and by ſuch their Sureties, as in the ſaid obligations or writings obligatory

are named, as in and by the &c. more plainly, &c. together alſo with all and every ſumm and ſummes of money, commodity, profit, benefit and advantage, that ſhall or may come grow or be had, made, gotten or obtained, of or by the ſaid book-debts, obligations, and writings obligatory, & every of them, and all my right, title, intereſt, property claim and demand, of, in and to the ſame, and every part thereof, And I the ſaid, &c. for me, my executors and adminiſtrators, doe covenant, grant and promiſe, to and with the ſaid, &c. and every of them, their and every of their &c. by theſe preſents, that I the ſaid E. E. have not heretofore releaſed, or by any wayes or means diſcharged, the ſaid book-debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the ſeveral ſummes of money in them comprized, or any part or parcel thereof, and I the ſaid, &c. my, &c. ſhall not, nor will not at any time or times hereafter releaſe, or by any wayes or means diſcharge the ſaid book-debts, obligations, writings obligatory, &c. or the ſaid ſeveral ſummes of money in them or any of them contained, without the conſent of, &c. firſt thereunto had, &c. and that I the ſaid, &c. my, &c. ſhall and will permit and ſuffer the ſaid, &c. joyntly and ſeverally, at their coſts and charges, to commence, purſue and proſecute all and every ſuch lawfull actions, ſutes and executions which ſhall or may in any wiſe be commenced, proſecuted or brought againſt the ſaid, &c. by reaſon of the ſaid book-debts, &c. and the ſame actions, &c. ſhall and will avow, juſtifie and maintain, without fraud or guile. And that the ſaid, &c. their, &c. ſhall or may quietly have, poſſeſſe or enjoy to their own proper uſe and uſes all and every ſuch ſum and ſums of money, executions, and the benefit thereof which ſhall be had, levied, recovered or obtained by reaſon of the

ſame

ſame; and ſhall have power and authority in the name of me to acquit, releaſe, &c. the ſaid, &c. for, touching, &c. the ſaid book debts, &c. In witneſs, &c.

A *Letter for Compoſition of half debts.*

TO all whom, &c. we E. E. &c. Citizens, &c. of *London*, Creditors of P. P, &c. ſend greeting. Whereas the ſaid P.P. the day of the date of theſe preſents, is and ſtanderh juſtly indebted, and doth owe unto us the ſeverall parties above named, divers and ſeveral ſumms of money: And by reaſon of the many loſſes, great hinderances and other damages happened unto him, he is utterly unable, (as he affirmeth, and as appeareth unto us) to give other ſatisfaction for our ſaid debts, than by and with ſuch goods and wares as are now remaining in his hands, and ſuch debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of or any waies to entermedle with, but have rather reſolved and made choiſe to undergo a certain loſſe, and to accept of 10 s. *per* l. or one half of the debts by him owing unto us, to be duly paid in full ſatisfaction of our ſaid debts, in manner and form following, *viz.* When and as ſoon as all and every of us the creditors above named, have ſubſcribed, ſealed, and in due form of Law delivered in this preſent writing to the uſe of the ſaid P.P. then he the ſaid P.P. his executors, adminiſtrators or aſſigns, ſhall pay or cauſe to be paid unto every of us the ſaid Creditors our, &c. one fifth part of, &c. after the rate of 10 s. in the l. by theſe preſents agreed upon to be accepted of, in full ſatisfaction of our ſaid debts, and the remainder of our ſaid debts, after the rate and agreement aforeſaid in ſix parts being divided, to be paid at ſix ſeveral payments half-yearly, at ſuch in-

different place & places, as we the said Creditors, & every of us, our, &c. shall nominate and appoint. The first payment whereof to begin & to be made on the &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye, therefore that we the said Creditors do covenant & grant and every of us for his own part, and for his own, &c. doth covenant and grant to and with the said P. P. his, &c. and to and with every of them by these presents, that if the said P. P. his, &c. or any of them, upon the ensealing and delivery of this present writing by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay or cause to be paid unto every of us the said Creditors, our & every of our, &c. the said fifth part of our said debts, after the rate of 10s. per l. according to the agreement aforesaid; at the, &c. without any fraud, coven or further delay; And also if the said P. his, &c, for the more sure payment of the residue and remainder of our said debts after the rate aforesaid in six parts to be devided, and to be paid at six several payments, at such dales, times, place and places, and in such manner and sort as is above limited & expressed, do and shall at & before the, &c. become bound unto us and every of us, our, &c. in double the summe or sums, in the condition or conditions in the same obligation or obligations, or writings obligatory to be specified. And further if the same obligations and every of them shall be delivered unto every of us, or the assign or assignes of us and every of us, at or before the said, &c. at such indifferent place or places as we the said Creditors, our, &c. shall nominate, that then from and after such payment made, of the said first part of our said debts, after the rate of, 10s. in the l. and after the same obligation made and delivered

livered unto us, for the ſeveral payments aforeſaid, according to the limitation, effect, tenor and true meaning of theſe preſents, we the ſaid Creditors, and every of us the executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch debts as he the ſaid P. P. his, &c. did formerly owe unto us and every of us, before the enſealing of the ſame obligations, and that then alſo we the ſaid Creditors and every of us, or the executors, &c. within fourteen days next after th'enſealing and delivery of the ſame obligations unto us and every of us, according to the true meaning of theſe preſents, ſhall and will ſeal, ſubſcribe, and in due form of law deliver unto the ſaid P. P. his, &c. one general releaſe or other diſcharge of all debts, duties & demands whatſoever, by the the P. P. unto us and every of us formerly owing or payable from the beginning of the world until ſome few dayes before the date of the ſame obligation, ſo to be ſealed and delivered unto us as aforeſaid. Provided always that theſe preſents nor any agreement matter or thing herein contained, ſhall be of any force or effect, to bind or charge us or any of us the ſaid Creditors, which have, or ſhall hereunto agree, ſeal and ſubſcribe, before the firſt day of, &c. next coming after the date of theſe preſents. In witneſſe, &c.

Another Letter of Compoſition.

TO all to whom, &c. we A. B. Creditors of, &c. ſend greeting, Whereas the ſaid W. C. and W. T. are & do ſtand joyntly indebted, & do owe unto us the ſaid Creditors divers ſums of money, which as it ſeemeth they are very willing to ſatiſfie unto us and every of us, as they and either of them ſhall be able. Nevertheleſſe we the ſaid Creditors and every of

of us who have hereunto ſealed and ſubſcribed (finding and perceiving that they the ſaid W. and W. are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yield unto us full and plenary ſatisfaction for our ſaid debts) are contented and well-pleaſed, and of our free motions do ſeverally and reſpectively agree and bind our ſelves our heirs, &c. to the ſaid W. and W. by theſe preſents, to accept and take of them the ſaid W. and W. their, &c. after the rate of, &c. in the pound, in full ſatisfaction of all ſuch debts and ſums of money, as they doe joyntly owe unto us and every of us reſpectively, the ſame to be paid at four equal payments, in four parts to be divided. The firſt payment thereof to be made and to begin at, &c. (recite all the payments) ſo as the ſaid W. and W. for the more ſure and better payment of the ſeveral ſums aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of, &c. in the pound as aforeſaid, their executors or adminiſtrators doe before the, &c. become joyntly bound with ſufficient ſureties unto us and every of us reſpectively, by obligations in double the penalties in due form of law to be made, ſealed and delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall indifferently nominate or preſcribe. Provided always that theſe preſents nor any thing herein contained, ſhall be of any force or effect, to bind or charge us or any of us, who have hereunto ſealed and ſubſcribed, unleſſe and until all and every the reſidue of us the ſaid Creditors above named, ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the &c. next enſuing. In witneſſe, &c.

A Letter of License and Composition for payment at several times.

TO all, &c. we Creditors of, &c. send greeting, Whereas the said I. M. at this present time doth stand indebted, & justly oweth unto us the said Creditors divers and sundry sums of mony, which by reason of many debts, and some of them very great, that are likewise justly owing him, and cannot be had and recovered without some respite of time, and some of them not without sute, he is verily much disabled to make present payment unto us the said Creditors, of our whole and just debt, as he seemeth willing and desirous. In consideration whereof he instantly desireth and requireth, that we the said Creditors, and every of us, will be pleased to give and grant unto the said, &c. such liberty and respite of time, for the payment and satisfaction of our several debts, as he thinketh reasonable, for the obtaining, getting and recovering of his said debts, *viz.* that we and every of us would be contented to take, & accept our said whole debts, in three equal parts to be devided, & to be paid at 3 several payments in manner and form following, *viz.* the first payment thereof to be one equal third part of the said whole debt, & to be made on the &c. the other two third parts thereof residue, to be divided into 4 equal parts, and to be paid at 4 six months then next following, *viz.* one the &c. one equal part thereof, namely the other two, and one other 4th part thereof, residue on the, &c. in ful payment and satisfaction of the said several debts; & for the more sure performance of the said several payments aforsaid, in such manner and form as is above limited & declared, according to the intent and true meaning of these presents,

he the ſaid L. M. ſhall and wil at or before the, &c. become bound unto us and every of us the ſaid Creditors reſpectively, by one obligation in due form of law to be made, with condition including all and every the ſaid payments in ſuch ſort asis above limited at ſome convenient place or places within the City of *London*, by every of us the ſaid Creditors to be nominated and apointed, & the penalty of every obligation to be double the whole ſum included in the condition of the ſame to be delivered to us, and every of us, our, &c. at or before the, &c. next enſuing the date hereof. Know ye therefore that wee the ſaid Creditors whoſe names are hereunder ſubſcribed, and every of us for his own part, and for his own, &c. for the conſideration above ſpecified and expreſſed, do by theſe preſents willingly conſent, covenant, promiſe and agree to and with the ſaid I. M. his, &c. by theſe preſents, that we the ſaid Creditors, and every of us, our, &c. reſpectively, ſhall and will accept and take of the ſaid I. M. his, &c. all and every the ſaid ſeveral debts and ſummes of money by the ſaid I. unto us and every of us owing and payable upon ſuch obligation and obligations, aſſurance and aſſurances, as aforeſaid, to be paid in ſuch manner and ſort, and at ſuch days and times as is above limitted and required. And further, that we the ſaid Creditors and every of us, our and every of our, &c. reſpectively upon the delivery of the ſaid obligation unto us and every of us, our and every of our, &c. ſhall and will at the charge of the ſaid I. M. his &c. ſeal, ſubſcribe, and in due form of law deliver unto the ſaid I. M. one ſufficient general acquittance to be rendered by him the ſaid I. M. his, &c. and to bear date and limitation before the day of the date of the ſaid new obligation to be made for the ſame debt, & alſo for and upon every payment made ac-

according to the limitations aforeſaid, and the intent and true meening of theſe preſents at the like charge of him the ſaid I. M. his &c. ſhall and will ſeal & deliver unto the ſaid I. M. one ſufficient acquittance to be tendred by him the ſaid I. M. his, &c. teſtifying every ſuch payment as aforeſaid, for the better diſcharge of him the ſaid I. M. his, &c. and every of them in that behalf. Provided alwaies, and upon condition nevertheleſſe that theſe preſents, nor any promiſe, agreement, matter or thing herein contain'd, nor any act or thing acted by us or any of us, or formerly don knowledged or ſuffered touching the premiſſes, or to be done, knowledged or ſuffered, ſhall be of any force or effect, to bind or charge us or any of us the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſſe all, and untill all and every the reſt and every of us the ſame Creditors, above mentioned do and ſhall likewiſe before the, &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary therof in any wiſe notwithſtanding. In witnes, &c.

A *Letter of Licenſe.*

TO all to whom, &c. we M. A. and R. B. Creditors of, &c. Citizen and Mercer of *London*, ſend greeting. Whereas the ſaid N. C. the day of the date hereof is indebted, and doth owe unto us the ſaid Creditors divers ſummes of money, which by reaſon of ſome loſſes unto him hapned, and divers bad debts owing unto him as he informeth us, he is not able preſently to ſatisfie and pay as he willingly would, but requireth our favour and reſpite of time for payment thereof, therefore know ye, that we the ſaid Creditors above named, and every of us, moved

ved with compaſſion and the deſire which the ſaid M hath to and for the contentation of our ſaid debts, Have given and granted, and by theſe preſents doe give and grant unto the ſaid N. C. our ſute and whole licenſe, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, goe and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us, and every of us, for our and every of our ſaid ſeveral debts, without any let, trouble, ſute, arreſt, attachment or other impediment to be offered or done to him the ſaid N. his wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole moneth, next enſuing the date of theſe preſents; and if it happen the ſaid M. N. in his perſon, goods, wares or merchandizes, or any of them within the ſaid term of one moneth next coming after the date aforeſaid, by us or any of us the ſaid Creditors, or by any perſon or perſons by or through the Commandement, will, procuring, partnerſhip, conſent or knowledge of us or any of us, againſt the tenor, form and effect of this our preſent writing of ſafe condnct, in any ways to be arreſted, ſued, impleaded, vexed, hindered or attached, and thereof be not forthwith delivered or defended, and then he the ſaid M. N. his heirs, executors and adminiſtrators, ſhall be by vertue of theſe preſents for evermore clearly acquitted & diſcharged againſt him or them of us, by whom he the ſaid N. ſhall, contrary to the form, effect and true meaning of this our preſent writing and ſafe conduct, be attempted, vexed, ſued, attached, arreſted or hindred, and thereof not forthwith releaſed or defended as aforeſaid, of all manner of actions, ſutes, debts, and demands whatſoever they be, from the beginning of the world, until the day of ſuch arreſt, ſutes, attachment or hindrance. In Witneſſe, &c.

An

Another Letter of Licence.

TO all, &c. we whose names, &c. Whereas A. B. &c. in divers several sums of money to us severally is indebted, and hath not wherewithall to satisfie us at present, and we & every one of us, minding to grant unto him favour and respite, for the payment of the same, Know ye that we the said Creditors and every one of us being moved with compassion, and fully resolved of the good will & desire which the said A. B. hath to see the said several debts, duties and summes of money satisfied and paid, Hath given and granted, and every one of us for his own proper debt & duty, part and portion severally, Have given and granted, and by these presents, &c. unto the said A. B. by whatsoever name, sirname or addition he be called or known, sure, full and free liberty, licence and safe conduct as much as in us severally is, in such sort as the said A. B. with all his goods, chattels, debts, duties, and other things whatsoever, freely peaceably and quietly, at his own free choice, election and pleasure, shall or may go, come, abide and sojourn, passe and repasse at all and every time & times, from the day of the date hereof, during the term and space of three whole years now next comming, and fully to be compleat and ended. And we the said Creditors, all and every one of us severally for himself, his, &c. do and doth severally covenant, promise and agree, that we the said Creditors, or any of us, or any other person or persons for us or any of us, or by our or any of our authority, assent, consent or procurement, the said A. B. or any of his goods, chattels or any other thing or things of his, shall not or will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble or molest, for or concerning satis-

faction

faction or payment, to be made unto us or any of us of our ſaid ſeveral debts and duties, or of any part or parcel thereof, or for any other matter or thing whatſoever, which we or any of us can or may have, pretend or demand, of, for or againſt the ſaid A. B. or to find or provide for us any other Sureties or Security, for the ſatisfaction or payment of the ſaid ſeveral debts and other things, or any of them or any part or parcel thereof, other than all or every one of us now ſeverally have or hath for the ſame, during the term aforeſaid, And further we, all and every of us Creditors aforeſaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the ſaid A. B. during the term aforeſaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways, &c. ſued, &c. the ſaid A. B. his, &c. ſhall be for evermore by theſe preſents clearly acquitted, &c. againſt him or them of us, by whom he or they ſhall contrary and againſt the tenor, form and effect of theſe preſents, be ſued, arreſted, &c. of and from all manner of actions, ſutes, quarrels, challenges, debts, &c. In witneſſe, &c.

A Declaration upon a Bond made in a third perſons name in truſt.

TO all, &c. I. &c. ſend greeting, Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye that I the ſaid I. do hereby acknowledge and confeſſe, that although the ſaid Bond is made & taken in my name, yet nevertheleſſe it is ſo taken only upon truſt and confidence in me repoſed by I. L. of, &c. and E. his wife, and to and for the uſes, intents and purpoſes hereafter mentioned, that is to ſay, that he the ſaid I. L. ſhall have, receive and take

take the use and benefit of the said 300 l. during the joint natural lives of them the said I. L. and E. his wife, and that the said principal summ, with the interest thereof, after the decease of either of the said, &c. is to remain and be to and for the use of the survivor of them, and for no other end or purpose, In witnesse, &c,

A *Declaration* (*by a wife*) *concerning the disposition of a sum of money according to a power reserved to her by her Husband, before marriage, well penned.*

TO all Christian people, to whom this present writing duplicate indented shall come, I E. T. wife of R. T. of the Parish of, &c. in the county of S. send greeting. Whereas by an Indenture tripartite, made the 12 day of *May* in the 16th. year of, &c. between the said R. T. by the name of R. T. Citizen and Salter of *London* of the first part, And me the said E. by the name of E. M. widow of the second part; And W. H. of the said Parish of St. O. in S. aforesaid, Distiller, T. S. of the Inner Temple, *London*, Gent. I. A. of L. Clerk, and N. M. of the Parish of, &c. aforesaid, Clerk, of the third part; In consideration of a marriage then shortly after to take effect between him the said R. T. & me the said E. it appeareth, that at the time of the making of the said Indenture, it was then indented, concluded & agreed betwixt him the said R. T. and me the said E. that I the said E. or any other person and persons, whom I shall think good, nominate or appoint (notwithstanding the said marriage should take effect) should & might have the full and free disposing of the sum one thousand pounds of lawfull money of *England*, and of the benefit and profit thereof, and of every part thereof from time to

time and at all times ensuing the said marriage, and to that end, intent and purpose, he the said R. T. by the said Indenture did for himself his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the executors and administrators of them and every of them, that he the said R. T. his executors, administrators or assigns or some or one of them, should wel and truly satisfie pay and deliver, or cause to be satisfied paid and delivered unto the said W. H. T. N. J. A. N. M. or to the Survivors or Survivor of them, or to the executors administrators or assignes of such Survivors or Survivor, the ful sum of 1 thousand pounds of lawful money of *England*, upon or before the first day of *May*, which shall be in the year of our Lord God 1636. if I the said E. shall be living on the said first day of *May*, or within two years next after the death or decease of me the said E. or within three months next after the death or decease of the said R. T. as such of those cases which shall first and next happen, come or ensue after the date of the said Indenture, to be imployed and disposed of to such person and persons, and to and for such use, uses, intents and purposes, according as I the said E. should at any time or times then following, during my life, think good, order, appoint, give, limit, devise or dispose of the same or any part or parts thereof, or otherwise, according to the intent & true meaning of the said Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between the said Parties to the said Indenture, and the said R. T. did thereby for himself, his heirs, executors and administrators, and for every of them, covenant, promise and grant, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the executors and ad mi-

administrators of them and every of them, that the said summ of one thousand pounds, and every part and parcell thereof, should or might from time to time, be quietly had, taken, received and enjoyed, unto and by such person & persons, whom I the said E. should at any time or times during my life think good, limit, give, devise, order, appoint or dispose of the same 1 thousand pounds, or any part or parts thereof, either by my last Will and Testament in writing, or by any writing, purporting or intending to be my last Will and Testament, or by any other writing to be signed with my hand, or to which my mark should be put, in the presence of two or more credible persons as witnesses thereunto, as in and by the said Indenture among other Covenants at large appeareth, which marriage (by the grace of God) hithence the making of the said Indenture was solemnized and consummated, and no declaration as yet hath been by me made, concerning the disposing of the said one thousand pounds or any part thereof when it shall be due and payable; Now this present writing witnesseth and declareth, that I the said E. T. hereby express my will and mind concerning the said one thousand pounds, when it shall become due or be paid as aforesaid, to be as followeth, that is to say, if my said husband R. T. be then living, and will become bound for himself, his heirs executors and administrators, by three several obligations, of one thousand marks apiece, unto them the said W. H. T. N. J. A. and N. M. or the Survivors or Survivor of any of them, or the executors and administrators of such Survivors or Survivor respectively and severally, conditioned for the payment unto them of three severall equall parts of the said one thousand pounds, at the three such several and respective times or dates, as my 3 children

by my former husband shall attain to the ages next hereafter mentioned, that is to say, K. M. unto the age of twenty years; and T. and W. M. shall attain or come to their several ages of twenty and one years, that then the said W. H. T. N. I. N. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entred into as aforesaid, quietly suffer him the said R. T. to detain in his hands the said one thousand pounds, and every part thereof, untill such several daies and times, as the same shall be payable by the several conditions of the said obligations, so to be entred into by him as aforesaid, without paying or allowing any intereſt or consideration for the same; and the said one thousand pounds, so payable by such obligations or conditions of them; and by me dispenced withall as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said husband shall die, viz. within three monthes after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof;) I do hereby also concerning the same expres, assign and appoint (if I shall not otherwaies hereafter declare and appoint) that is to say, that the said 1 thousand pounds (and the whole proceed thereof, not disposed of as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively to have and receive immediately after and upon their several ages above mentioned, by such several & equal third parts as aforesaid. Provided alwaies, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to dy before any of their several and respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise

have

have been payable unto such child, shall remain and be paid by equal portions unto the Survivors of them and if one of them onely Survive, and the other two both of them happen to die before such their several ages, then both the parts hereby allotted unto them, shall wholly accue and come unto such surviving child only. And if all my said children shall die before they come to their said several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof, shall come and be paid unto my loving husband before named, his executors, &c. If I shall not otherwise hereafter dispose of the same, according to the power and authority to me reserved, given and appointed by the said recited Indenture. In witnesse, &c.

An Indenture reciting a Lease for a year, and a Grant of a reversion upon trust, to several uses, reserving power to make Leases, and to revoke the trust.

THis Indenture made, &c. between A.B. and C.D. of the one part, and E.F. and G.H. of the other part, witnesseth, that whereas the said A.B. and C.D. by their Indenture bearing date, &c. made between the said A.B. and C.D. of the one part, and the said E.F. and G.H. of the other part, did bargain and sell unto the said E.F. and G.H. their executors, administrators and assigns, all that, &c. to have and to hold all and singular the said Mannor, messuages, lands, &c. unto the said E.F. and G.H. their executors, administrators and assigns, from the Feast of S. *Michael* the Archangel last past, before the date of the said recited Indenture, unto the full end and term of one whole year from thence next ensuing and fully to be compleat and ended, yielding and paying therefore unto the said A.B. and C.D.

their heirs and assigns, the rent or some of 5 s. of lawfull money of *England*, on the Feast day of the Nativity of St. *John Baptist* now next ensuing, as by the said Indenture may more better appear; by vertue whereof, and of the Statute for transferring of uses into possession, the said E. F. and G. H. were and yet are possessed of the said mannor, lands, tenements, and hereditaments, with all and singular the premises with their appurtenances. Now this Indenture further witnesseth, that the said A. B. for divers good causes and considerations him hereunto moving, and the said C. D. by expresse direction and appointment of the said A. B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm, unto the said E. F. and G. H. their heirs and assigns, all and singular the said mannors, messuages, lands, tenements, mils, hereditaments, and premises, before in these presents particularly mentioned, or which in and by the said recited Indenture, were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E. F. and G. H. as aforesaid, with all and every of the appurtenances together with the said rent of 5 s. hereby reserved, and the reversion and reversions, remainder and remainders, of all and singular the said mannor, messuages, lands and premises, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversions, remainders, claim and demand whatsoever, of, in and to the said mannor, messuages, mills and premises, and every of them, and every part and parcel of them. To have and to hold all & singular the said mannor, &c. and every of them, with all their and every of their appurtenances, unto the said E. F. and G. H. their heirs, assigns, to the several

vers uses, intents and purposes hereafter in these presents mentioned, that is to say, to the use and behoof of the said A. B. during his natural life, without impeachment of any wast, and with liberty and power to commit any waste, and after his decease to the use and behoof of I. B. now wife of the said A. B. and the said E.F.G.H. and C.D. their heirs and assigns for ever, upon special trust and confidence that they the said I. B. E.F. and G.H. or the Survivor or Survivors of them and their heirs, shall & will make sale of all the said lands and premises to the best advantage, and to dispose of all such summ and summs of money which shall be raised hereby, in such manner, and to such purposes as the said A. B. shall in his life time by any writing to be by him subscribed and sealed in the presence of two credible witnesses or more, by his last will and testament in writing, declare or appoint. Provided alwaies, and it is hereby agreed, by and between all the parties to these presents, and by them declared to be their true intent and meaning, that it shall and may be lawfull to and for the said A. B. at any time or times during his naturall life to make any demise, lease or grant, demises leases or grants by Indenture or Indentures, of all or any part of the said man nor messuages, &c. either in possession or reversion, or otherwise to any persons whatsoever, for any term or terms of years, or for the life or lives of any one or more person and persons, or for any term or terms of years determinable upon the death of any one or more person or persons, or for any other term or terms whatsoever, with or without any rent or otherwise howsoever, as by the said A. B. shall be thought fit and convenient, & that from and immediately after the making of such demise, lease or grant, demises leases or grants, the said E.F. and G.H. & their heirs

during life of the said A.B. and after his death they the said I.A.E.F.G.H. and C.D. and the Survivor or Survivors of them, and their heirs, shall stand and be seized of such part, or so much of the said manor, messuages, lands, tenements and premises, as shall be at any time or times hereafter leased or demised as aforesaid, to the use of such person or persons respectively, to whom the same, or any such demise, lease or grant shall be so made, for such estate, term and interest, and in such manner & form as the same shall so happen to be leased or demised, according to the true meaning of these presents, and of every such demise and lease, so that such lessees or grantees, during his or their several lease or leases, grant or grants or interests, do pay or cause to be paid the rents or sums of money reserved or appointed to be paid, and expressed in and by the Indenture of his or their said lease or grant to such person or persons, to whom the same from time to time shall by the purport and true meaning of these presents belong or appertain according to the purport and true meaning of the same leases, any thing before in these presents contained to the contrary thereof in any wise notwithstanding. Provided also, & it is further agreed by and between all the parties to these presents, and by them declared to be their true intent & meaning, that if the said T.G. shall at any time during his natural life be minded to alter, change or make void all or any the use or uses, trust or trusts hereby declared, or any of them, and shall to that purpose by any writing to be by him sealed in the presence of two or more credible witnesses, declare and signifie such his mind and intention, that then and from thenceforth, from and after such signification and declaration so to be made as aforesaid, such of the uses and trusts hereby limited, of, for and concerning

cerning the ſaid lands and premiſſes, & the profits of of them, or of or concerning ſuch part, and ſo much thereof, concerning wqich ſuch declaration ſhall be made, ſhall ceaſe, determine and become utterly void fruſtrate and of none effect, and that then and from thenceforth the ſaid E. F. and G. H. and their heirs, ſhall ſtand and be ſeized, thereof, or of ſuch part thereof, concerning which ſuch declarations ſhall be made, to and for ſuch uſes, or ſuch declarations ſhall limit declare and appoint the ſame, and for default of ſuch declaration or limitation, then to the uſe, benefit and behoof of the ſaid T. G. his heirs & aſſigns, and to or for no other uſe, intent or purpoſe whatſoever, any thing before herein contained to the contrary thereof in any wiſe notwithſtanding.

Memorandum, that after the ſealing and delivery of the bargain and ſale within mentioned, by the ſaid A. B. and C. D. to the within named E. F. and G. H. and after that the ſaid E. F. and G. H. had accepted of the ſaid bargain and ſale, and had ſealed and delivered the Counterpart thereof as their act and deed, then this preſent deed was ſealed and delivered by the within A. B. and C. D. in the preſence of, &c.

An Aſſignment and Letter of Attrurney of ſeveral Bonds.

TO all Chriſtian people to whom theſe preſents ſhall come, I T. G. of, &c. ſend greeting. Wheras T. E. of, &c. L. H. of, &c. and Sir W. H. of, &c. in & by their obligations, bearing date the, &c. do ſtand jointly & ſeverally bounden unto me the ſaid, &c. in the ſumme of 800 l. with condition thereupon endorſed for the payment of 406 l. on the thirteenth day of

De-

December, then next ensuing the date of the said obligation, at or in the then dwelling house of W. C. in &c. and whereas also T. B. Esquire, Sir E. S. Knight, and Sir T. M. Knight, in & by their obligation bearing date the, &c. do likewise stand bound unto me in the summe of 600 l. with condition thereupon endorsed for payment of 300 l. on the nineteenth day of *November* then next ensuing the date of the said obligation, at or in the, &c. and whereas also, &c. as in and by the said several recited obligations more at large it doth and may appear. Now know ye that I the said T. G. for divers good and valuable considerations me hereunto especially moving, have granted, assigned and set over, and, &c. to W. P. of the middle Temple *London*, Gent. all and singular the bonds and debts aforesaid, and have made, assigned, constituted and ordained, and in and by these presents, do make, assign, constitute and ordain the said W. P. my true, lawfull and irrevocable Attorney in my name, but to the only proper use and behoof of him the said W. P. his executors and administrators, to ask, demand and receive of the said several obligors bound by the said recited obligations, the said several sums of money in the said recited conditions mentioned respectively, giving and by these presents granting unto my said Attorney full power and authority, if need shall be, to sue, arrest, attach, implead, condemn and imprison the said partys obligors, and every of them, and their and every or any of their bodies, goods & chattels in execution to take, and out of execution to deliver, either upon satisfaction, composition, or otherwise at the will and pleasure of my said Attorney, acquittance, or any other discharges in my name to seal and deliver, Attorney or Attorneys, one or more under him the said W. P. his executors or administrators to make,

make, substitute and revoke, and generally to doe execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which in or about the premises, or any part thereof, shall be needfull, necessary or convenient as fully wholly and effectually, and in as large and ample manner and form, to all intents and purposes, as I the said T. G. my executors or administrators, might or could do personally without any accompt thereof to be yielded to me, my executors or assigns, and whatsoever my said Atturney shall do or cause to be done, in, about, or concerning the premises, I do by these presents ratifie confirm and allow the same, and also do for my self, my executors and administrators covenant, &c. to and with the said W. P. his executors and administrators, that the said recited obligations and every of them, now are and stand in full force & effect, and that neither I, my executors and administrators shall nor at any time hereafter acquit, release or discharge them, nor any of the monies due upon the aforesaid obligations, or any of the said parties obligors bound in and by the said recited obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the sums of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W. P. his executors or administrators in writing. And further that I the said T. G. my executors & administrators, shall & will ratifie, confirm & allow all such lawfull actions & sutes, & other things whatsoever, as he the said W. P. his executors, administrators or assigns, or any of them, shall at any time hereafter, bring sue, commence, prosecute or proceed in or against the said parties obligors bound in or by the said recited obligations, or any of them, And lastly, that I, my exe-

cutors

tors or administrators, shall upon every reasonable requeſt of the ſaid W. P. his &c. give to the ſaid W. P. his, &c. ſuch further letter or letters of Atturney, & power for the receiving & recovery of the debts aforeſaid, and every of them, as by the ſaid W. P. his executors or adminiſtrators ſhall be reaſonably demiſed and acquired.

A Condition upon the granting of a toties quoties *for Replevin.*

WHereas the above named G. S. by virtue of his office, as ſteward of the mannor of S. above named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above bound G. S. unto him the ſaid G. being now impounded by N. out of his leaſe of ground in, &c. and alſo to replevy the ſaid Gelding of the ſaid G. ſo often as he ſhall be impounded by the ſaid N. or any of them; Now therefore the condition, &c. that if the ſaid G. S. with effect do proſecute the ſaid action and all other ſuch actions as ſhall be brought by him for the impounding of the ſaid Gelding, and return the ſame ſo oft as return by law thereof ſhall be adjudged, and him the ſaid G. from time to time and at all times hereafter, do and ſhall well and truly ſave, defend and keep harmleſs and indemnified againſt all men for and concerning the granting of the ſaid Replevin, that then &c.

A *Condition that a Lords Bailiff ſhall give a true account of his Bailiſhip.*

THe Condition, &c. that whereas the Right Honourable, &c. hath conſtituted and appointed the above bound I. S. to be Bayliff, in his mannor of, &c. and collector of his rents, revenues, perquiſites and

and profits there, during his Lordships pleasure; if therefore the said I. H. by himself or his sufficient deputy do and shall from time to time, for & during his continuance and exercise of and in the said place and office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship & do & shall yearly during such his continuance and exercise at the audits to be kept for his said Lordship, yield & make true & just accounts to the auditor for the time being, of the said manor and premises, and also make current payment and satisfaction to his receiver of the premises for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every such audit and audits, of and for all and every such summ and summs of money, rents, revenues, fines, issues, goods, chattels, profits and perquisits, as then shall have come to the hands of the said I. S. his deputy or deputies or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said office or place, that then, &c.

A Condition to pay Childrens Portions and shares of their deceased fathers Estates.

THe Condition, that if the above bound R. Y. his, &c. pay and deliver, or cause to be paid and delivered unto the above named W. E. and M. natural children of the above named N. late of R. aforesaid, their late father deceased, their several filial portions, or childs parts of the goods and chattels of their said late Father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by vertue of the last Will and Testament of their said Father, when they come to the full age of

twenty

tors or administrators, shall upon every reasonable requeſt of the said W. P. his &c. give to the said W. P. his, &c. such further letter or letters of Attorney, & power for the receiving & recovery of the debts aforesaid, and every of them, as by the said W. P. his executors or administrators shall be reasonably demised and acquired.

A Condition upon the granting of a toties quoties *for Replevin.*

WHereas the above named G. S. by virtue of his office, as steward of the mannor of S. above named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above bound G. S. unto him the said G. being now impounded by N. out of his leaſe of ground in, &c. and also to replevy the said Gelding of the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition, &c. that if the said G. S. with effect do prosecute the said action and all other such actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as return by law thereof shall be adjudged, and him the said G. from time to time and at all times hereafter, do and shall well and truly save, defend and keep harmleſs and indemnified againſt all men for and concerning the granting of the said Replevin, that then &c.

A *Condition that a Lords Bailiff shall give a true account of his Bailiſhip.*

THe Condition, &c. that whereas the Right Honourable, &c. hath constituted and appointed the above bound I. S. to be Bayliff, in his mannor of, &c. and collector of his rents, revenues, perquiſites and

and profits there, during his Lordships pleasure; if therefore the said I. H. by himself or his sufficient deputy do and shall from time to time, for & during his continuance and exercise of and in the said place and office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship & do & shall yearly during such his continuance and exercise at the audits to be kept for his said Lordship, yield & make true & just accounts to the auditor for the time being, of the said mannor and premises, and also make current payment and satisfaction to his receiver of the premises for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every such audit and audits, of and for all and every such summ and summs of money, rents, revenues, fines, issues, goods, chattels, profits and perquisits, as then shall have come to the hands of the said I. S. his deputy or deputies or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said office or place, that then, &c.

A Condition to pay Childrens Portions and Shares of their deceased fathers Estates.

THE Condition, that if the above bound R. Y. his, &c. pay and deliver, or cause to be paid and delivered unto the above named W. E. and M. natural children of the above named N. late of R. aforesaid, their late father deceased, their several filial portions, or childs parts of the goods and chattels of their said late Father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by vertue of the last Will and Testament of their said Father, when they come to the full age of twenty

twenty one years, or happen to be married; and also honestly, according to their degrees educate, and bring up the said children during the time of their nonage with meat, drink, apparel and learning; and if it happen any of the said children to dye before they come to full age, or to be married, then if the said R.Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the law shall appoint the same to be paid, or who by proximity of blood ought to have it, and also save & keep harmless the above named, &c. Commissary, and all other the Officers, that then, &c.

A Condition that the Heir shall make no claim.

THe Condition, &c, that whereas R.G, of, &c. father of the above bound R. is possest of one messuage or tenement, and certain customary Lands, thereunto belonging, holden of the Right Honorable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or tenement, is issuing the yearly rent of, &c. and whereas the said R. the Son, for and in consideration of a certain competent summe of, &c. to him the said R. by the said I. well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said I. (by and with the consent of the said R. the Father) shall have and enjoy to his own use for ever, the said Messuage or tenement, lands and premises, and all the state, right, title and interest, which the said R. the Sonne now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the Father, or as heir unto him, if therefore the said R. the

Son,

Son, his, &c. nor any of them, do not at any time hereafter make or cause to be made any claim or demand, of, in or to the said messuage or tenement, and premises, or any part thereof, from and after the decease of his said Father, but do permit and suffer the said I. G. his, &c. and every of them, to have, possess and enjoy, to his and their own use for ever the said, &c. and every part thereof, without any let or disturbance of or by him the said R. the Son, his, &c. or of or by any other person or persons, or by his, their or any of their acts, means, consents or procurements, clearly released, acquitted and discharged of and from all incumbrances whatsoever, by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wise, that then, &c.

Condition to appear before the Justices of the Peace, &c.

CONdition, &c. that if the above bound S. T. do personally appear in the custody of the Bayliff within written, or his deputy, before the Justices, &c. The Monday next after the Nativity of S. *John Baptist*, at the Town of, &c. to find there before the said Justices good and sufficient Sureties for the Peace, and to behave and bear himself well and peaceably against, &c. and in the mean time keep the Peace of the Common-wealth, and from henceforth save and keep harmless the within named, &c. for and concerning the premisses, that then, &c.

A Condition to ſuffer ones wife to make a will and to ſurrender a Copy-hold to his and her uſe.

THe Condition, &c. that whereas there is a marriage, &c. Now if the ſaid I. F. do and ſhall after the Celebration of the ſaid marriage, and during the coverture, permit and ſuffer the ſaid F. S. to make her laſt Will and Teſtament in writing or otherwiſe, and by the ſame to give and diſpoſe of the goods and chattels or ready money of him the ſaid I. F. to the value of, &c. or under, at her will and pleaſure, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid S. ſhall by the ſame Will nominate and appoint, and alſo if the ſaid I. F. his, &c. (after the ſaid Will ſhall be ſo made and publiſhed under teſtimony of ſufficient witneſſes) do and ſhall well and faithfully execute and perform the ſame Will, or ſuffer the ſame to be duly executed and performed, according to the intent & true meaning of the ſaid S. F. and alſo if the ſaid I. F. do and ſhall at the next Court to be holden for the manno of, &c. ſurrender into the hands of the Lord of the ſaid mannor, according to the cuſtome of the ſame, all that his manſion houſe, &c. to the uſe and behoof of the ſaid I. F. and S. F. for and during their natural lives, and the life of the longeſt liver of them, and after the deceaſe of the Survivor of them, then to the uſe and behoof of, &c. that then, &c.

A Letter of Attorney to receive money due upon several Bonds, allowing the Attorney his reasonable charges, and out of that money which he shall receive, to satisfie himself of such moneys as are due to him for him which makes this Letter.

TO all men to whom these presents shall come, W. R. of *Tattersel* in the C. of *Lincoln* Yeoman, sendeth greeting. Know ye that I the said W. R. for divers good, sufficient, and reasonable causes & considerations me hereunto moving, but especially for and in respect of certain several sums of money heretofore to me paid by C. H. of T. in the said C. of *Lincoln* Gentleman, have authorized, constituted, nominated, made and ordained, and by these presents, do authorize, constitute, nominate, make, ordain, and in my place put the said C. H. my true, faithfull, lawfull, undoubted and irrevocable Attorney, from henceforth for me and in my name to ask, receive, gather and take all such sum & sums of money, as are already due, or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned & expressed, as also all such sum and sums of money, as were due unto E. my now wife in her widowhood, or hereafter may or shall be due unto her, by any person or persons whatsoever, and herein hereafter mentioned & expressed, by vertue of any bil, bond, or any other writing or waies whatsoever, that is to say, to ask, gather, receive and take of A. B. of, C. in the C. of E. Yeoman, the sum of ten pounds of lawful English money, due unto me by virtue of one bond or writing obligatory, from the said A. B. to me the said W. R. dated the last day of *June* last past, before the date hereof, as in & by the condition of the said obligation, reference being thereunto

had, more plainly and at large it doth & may appear, and also forty shillings of lawfull *English* mony, from &c. Then name every partiular sum, and set them down according to their several names, sums & dates as they are, & insert these covenants following, as in and by the several conditions of the said bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said several sums of mony, which shall arise or grow due unto me the said W. R. by vertue of any or either of the said bonds, yet arrear, due and unpaid, I do by these presents give full power and authority unto the said C. H. for me, and in my name, and to my use as aforesaid, to receive, & upon non-payment of them or any of them, to bring, sue, & prosecute for me, & in my name, all & all manner of actions whatsoever as well real as personal, & the same to prosecute & follow by sure, arrest, imprisonment, judgement, condemnation, execution or otherwise: And one Attorney or more for the doing of the premises to make, & the same at his will and pleasure to revoke, & new in his or their place to be put, in as large and ample manner as I might do if the same were by me in proper person don, commenced, sued or taken, to the only benefit and behoof of me the said W. R. allowing to the said C. out of the said sum or sums of money, so by him received, his reasonable, lawful & necessary expences and charges laid out or disbursed in hand or otherwise, in or about the recovery, getting & procuring of the said sums of mony, or any of them, with allowance & payment of all such reckonings, sum & sums of mony as are due to him the said C. by me the said W. as shall or may appear upon any reckoning, bill, bond or otherwise, under my hand and seal, or by sufficient wieneſſe. And I do by these presents covenant, promise and grant, to and with the said C. his

execu-

executors, &c. that I, my heirs and assigns, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Atturney shall do or cause to be done, in or about the premises. In witness, &c.

A Copy of a Lease to try a Title.

THis Indenture made, &c. between, &c. Witnesses, that the said A. B. for divers good causes & considerations him thereunto especially moving, hath demised, granted and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said W. M. all that messuage or tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices &c. now or late in the tenure or occupation of C. D. or his assignes, To have and to hold the said Messuage or tenement, and premises, with the appurtenances, before by these presents mentioned to be demised, &c. for 3 years or more, &c. yielding and paying, &c. being lawfully demanded: Provided always, and upon this condition, that if the said A. B. his Executors, administrators or assigns, or any of them do well and truly pay or tender, or cause to be tendred or paid to the said W. M. his executors, administrators or assigns, at any time, during the continuance of this present demise, the sum of 12 d. of lawful *English* money, that then & from thenceforth this present Indenture, & every article & thing herein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawfull to and for the said A. B. his executors, administrators & assigns, or any of them, into the said messuage or tenement and premises, with the appurtenances, and in every part & parcel therof, to re-enter, & the same to have again, repossess & enjoy, as in his & their former estate, any thing in these presents contained to the contrary thereof

contained in any wise notwithstanding. In witne whereof, &c.

A Discharge made to a Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.

KNow all men by these presents, that I A. B. of C. in the C. of D. have remised, released, acquitted and discharged, and by these presents do for me my heirs, executors, administrators and assigns, remise, release and fully and absolutely acquit & discharge T.I. high Sheriff of the C. of L. aforesaid, & I. B. his under Sheriff, their heirs, executors & administrators, of & from all & all manner of escapes, as well voluntary as negligent, & of & from al actions, cause & causes of actions, for or concerning the enlarging or setting at liberty of the body of I.S. taken at my sute by vertue of a *Capias ad satisfaciendū* to the said Sheriff directed of 8l. debt, & 15s. costs of sute, returnable in the Court of Common pleas, in *Hilary* term last past, and I the said A.B. do hereby discharge the said Sheriff from all actions, reckoning, duties & demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witness whereof, &c.

An Indenture of Partition, where two have taken a joint Lease of Messuage and Lands, &c.

THis Indenture made the 5. day of *June* in the year of our Lord God, according to the account used in *England*, one thousand six hundred, fifty and one, between A.B. of, &c. of the one part, and C.D. of, &c. of the other part. Whereas the said A.B. & C.D. do hold jointly for term of certain years, yet enduring & unexpired, al that Messuage, tenement or farm-house cal-ed, &c. situat in B. in the County of, &c. & all Houses,

Edi-

difices, building, barns, ſtables, orchards and gardens thereunto belonging, with their appurtenances, and alſo all thoſe ſeveral cloſes of arable land, called or known by the name of, &c. and containing by eſtimation, &c. & all that great meadow, ſituate, &c. containing, &c. & all thoſe parcels of cow-paſtures, next adjoining to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood with divers other parcels, with all & ſingular profits & commodities therunto belonging or appertaining, by one Indenture of demiſe, bearing date the, &c. made between W. L. of, &c. Gent of the one part, & the ſaid A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at 2 uſual days of payment in the year, that is to ſay, &c. by equal portions: And the ſaid A. B. and C. D. do thereby covenant to pay the ſaid rent of, &c. in manner, &c. and alſo for and during the ſaid term to repair the ſaid meſſuage and all other the premiſes, as alſo the hedges, ditches and mounds belonging to the demiſed premiſes, and at the end of the ſaid term, do covenant to leave the ſame well and ſufficiently repaired into the hand of the ſaid W. L. his, &c. as in & by the ſaid Indenture of demiſe, relation being thereunto had, it doth and may more fully & at large appear.

Now this Indenture witneſſeth that the ſaid A. B. and C. D. have with their full and whole conſent, & by & with the advice and aſſiſtance of E. F. of, &c. & G. H. of &c. by them reſpectively choſen for that purpoſe, made an equal diviſion & partition of the ſaid demiſed premiſes, into two equal parts or moyeties, to the end, intent and purpoſe that the ſaid A. B. and C. D. and their ſeveral and reſpective executors, &c. may have, hold, occupy, poſſeſs and enjoy the ſaid equal parts and moytie of the ſaid demiſed premiſes, during the remainder of the ſaid term, in manner &

form following, that is to say, that the said A.B. his executors, &c. shall and may during the remainder of the said term, have, hold, and enjoy the moity, partition or half part of the said Messuage, or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, lands and premises, as the same are divided & set apart as aforesaid, that is to say, all those several rooms situate at the west-end of the said demised messuage, called by the names of the said, &c. the &c. the, &c. & all that great barn situate at the, &c. & all that, &c. (so many every parcel as allotted) in full recompence of his due part & portion between them of the said demised premises, and that the said C.D. his executors, &c. shall during the remainder of the said term, have the other moity, partition or half-part of the said messuage or tenement, houses, &c. as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the East end of the said messuage &c. (as above name the parcels) in full recompence of his due part & portion between them of the said demised premises; *To have and to hold*, to either of the said parties, their Executors, &c. severally as is above said, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted & agreed by & between the said parties, that the said yearly rent of &c. to be due to the said W.L. or his assigns, from time to time during the continuance of, &c. shall be equally paid between the the said A.B. and C.D. their executors, administrators and assigns, as tenants of the said demised messuage & other the premises, from time to time, during the said term, either of them for the said part and portion allotted as is aforesaid. And the said A.B. for him, his, &c. doth covenant, promise and grant, to & with the said C.D. his, &c. to save, defend and keep harmless and indemnified the said C.D. his executors, &c. of and

from

from all prejudice, losse or dammage which shal happen or come unto him the said C. D. his, &c. for, or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A. B. his, &c. for or in respect of his said moity or half part of the demised premises, or any part thereof. And the said C. D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A. B. his &c. *ut supra*.

And for the true keeping, performance and observation of all & singular the said partitions, covenants, conditions, payments, agreements, and articles herin before expressed, either party bindeth himself, his heirs, executors and administrators, to the other by these presents in the sum of, &c. In witness, &c.

Judge Cook *his Articles which the chief Constables of every Hundred are to observe and answer unto, at the beginning of every Assize, viz.*

1. IN*primis*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursue hath been made of the Felonies, and in whom default of pursute of Felonies hath been?

2. *Item*, what Vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such person have escaped from apprehension, & how the watches have been kept in every Township, between the *Assention* & *Michaelmas*?

3 *Item*, what Recusants are within their Hundreds and come not to the Church according to the law?

4. *Item*, what decay, of houses, of husbandry, hath been since the beginning, &c. within their Hundreds,

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what place, and where they be, how many be licensed, and by whose license, and how many without license, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, fore stalling, or regrating within their Hundred, and whereof and where put in ure?

9. *Item*, who they he that make mault to sell, of corn not being of their own tilth or rent-corn, not being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall inquire of what value and sufficiency of estate and discretion, the Petty Constable, is within every several town within his County, that hereafter no man be admitted to be a Petty Constable, except he be a subsidy man and of good understanding.

12. *Item*, you shall inquire and present all Masters that shall retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justices, & whether the petty Sessions be duly kept at the times accustomed, so as none may be re-

retained but in pety Seſſions, except it be in caſes of neceſſity, and then the ſaid retainer to be known unto the chief Conſtable of the Hundred, and to be entered into their book.

13. *Item*, you ſhall give warning to every pety Conſtable, that every one in his or their ſeveral pariſh or limit do take heed that no cottage be newly builded, that every Conſtable when he ſhal ſee any ſtuff or ſtone, clay or timber provided by any inhabitants within his Pariſh, and minded to build a cottage, ſhal ſpeedily give notice thereof to the Juſtices of Peace for that limit, that the ſaid Juſtices of the Peace may take preſent order for the ſuppreſſing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion or otherwiſe, ſhall build or erect any cottage or laying thereunto four acres of land according to the Statute, then the Juſtices of the Peace ſhall take order, that the ſaid Lord or freeholder ſhal maintain the poor that ſhall inhabit in the ſaid cottage, and if the ſaid Lord or freeholder ſhall refuſe ſo to be ordered, then the ſaid Juſtices of the Peace ſhall take recognizance of ſuch Lord or freeholder, for their appearance at the next aſſizes and general Goal delivery, to anſwer to his refuſal and contempt, as for the building of the ſaid cottage.

15. *Item*, you ſhall make diligent inquiry, what unlawful games, drunkenneſs, whoredom, inconrinency evil, vile & other diſorders, be committed by Maſters of houſholds in their ſeveral families, or by their children or ſervants for want of good government of the houſholders, and to preſent the ſame, for that upon the good ordering of private families the Common-wealth doth depend.

16. *Item*, you ſhall make diligent inquiry, what ſervants before the time they were retained to ſerve, were turned out of ſervice, & for what cauſe the ſervant

vant is ſo turned away, for that therby many become rogues, and idle perſons, and to preſent the ſame, to the end Maſters may be puniſhed for ſuch offence according to their demerit in that behalf.

17. *Item*, to inquire of all purveyours and poulterers which buy any victuals, and ſell the ſame again at unreaſonable rates.

18. *Item*, to inquire of all Dove houſes erected or maintained by any not being Lord of the mannor, or Parſon of the Town.

Points of Law by R.O, concerning Lord and Tenant, &c.

1. IF the Lord take away any part of the demiſed premiſes, and exclude the tenants by wals, &c. it is an extinguiſhment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth loſs, the tenant may have an action upon the caſe, upon his Parol-covenant, wherein he may recover what he can prove himſelf damnified.

3. If the Landlord hath manure lying in the ground of the tenant, & except it not at the demiſe, the Tenant may diſpoſe the ſame as he ſees cauſe for his own conveniency; for being a place for a manure hil, the Tenants neceſſity will require uſe of it; & that the Tenant may better & ſafer diſpoſe it, let him mix ſome of his own manure with it, and then he may either ſell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants and he may have an Action againſt any that during that time without his conſent meddles with it.

5. The Landlord after the demiſe, lops, tops, cuts and fels Timber, Willows, Sallows, Thorns, and other wood; during the Leaſe the Landlord cannot without con-

consent of the Tenant meddle with the Woods not being excepted in the Lease.

6. The tenant may cut any Water-boughs, Thorns, Willows, Elders, &c. for necessary Hedge-boot and Fire-boot, but not to sell; and if he sell Ashes, 'tis an Action of Waste in the Tenant.

7. If the Landlord lay hay in any Room of the Tenant, &c. and the Tenants man or maid or himself fodder his Cattle with it, what remedy hath the Landlord against the tenant, and the tenant against the Landlord?

An action lyeth against the Lord for laying his Hay there; but the property of the Hay there is still notwithstanding in the Landlord; and if the tenant fodder his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to the Market to sell, and do not, an Action of trespass lyeth against the owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and tender the mony to the Owner, what danger to him that sold her?

The Cow is to be returned, and not her price; and if the Lord refuse the price, he may bring his action, but shall recover but her worth.

10. If the Lord promise to put in repair any houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against the Tenant for not repairing the same?

11. If any of those things that the Lord was first to put in repair, and did not, decay, the tenant is not bound to repair them: & if by permission they com to ruine, it is the Landlords fault, & the tenant is free.

11. If the Landlord promise to fence in a piece of ground, where the tenant is to sow Hemp and Corn, and do not; but so as the tenants goods cannot be

kept

kept out, but destroy his Corn.

An action upon the case lyeth against the Lord upon the promise.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that shelter the house, are wast, the Tenant hath interest in the rest, if not excepted.

13. A. B hath his horse straied from him & finds him in the custody of C. D. and demands him of C. D finding him in C. D. his draught, & C. D. will not deliver him without 8 l. *per* week allowance, and by delays detains the horse till the year be expired.

A. B. may recover his horse by Detinue or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed fitting recompence for his food, but no longer than untill he was owned, and amends tendred.

14. If a Tenant upon an arbitrement give a release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant?

An. For any thing that any other hath don jointly with the Lord wherein the Tenant was endammaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joyning.

A *Charter-party, with extraordinary Covenants and clauses therein contained.*

THis Charter-party made and indented the three and twentieth day of *August*, in the year of our Lord God, one thousand, six hundred, thirty & eight, according the new stile, between H. C. of *Slego* in the Kingdome of *Ireland* Merchant, of the one part, & R. T. of *Newcastle* upon *Tine*, Master under God of the

the good Ship called the *William* of *New-caſtle*, burthen fourſcore Tuns or thereabouts, of the other part, witneſſeth that the ſaid Maſter hath letten to Freight his ſaid Ship, unto the ſaid Merchant, and that the ſaid Merchant hath hired her for a voyage (by Gods grace) to be made in manner & form following, that is to ſay, the ſaid Maſter, for him his executors, adminiſtrators & aſſigns, doth covenant, promiſe & grant unto & with the ſaid Merchant, to take, receive & load in his ſaid Ship, the *William*, all ſuch goods and Merchandizes, as the ſaid Merchant ſhall pleaſe to put aboard her, & the ſaid ſhip can conveniently carry over and above her victual, tackle and appurtenances, & with the next good wind and weather which God ſhall ſend to depart hence and ſale directly for the Iſlands of Scotland, called by the name of the Liews, to a port lying therin called L. of Holliard, or to any other convenient Port or Harbour in the ſaid Liews, where other ſhipping goeth to take in fiſh, and the ſaid Merchant ſhall appoint, & there with all expedition to diſcharge all or any of the ſaid goods, & relade fiſh to the full and ſufficient loading of the ſaid Ship, and being diſpatched to depart thence, & ſail directly for the Downs, or any other place or places, Port or Ports where the Merchant or his aſſigns ſhall pleaſe to order him, there to diſcharge and deliver the ſaid fiſh and other goods whatſoever, loaden by the ſaid Merchant or his aſſigns in the ſaid Ship, and ſo to finiſh & end the ſaid indented voyage: And the ſaid Merchant, for him, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid Maſter, not only to go with him in perſon for the ſaid Liewes, and there to load the ſaid Ship with fiſh, or any ſuch other goods, as he ſhall pleaſe, and thence to ſail with them for the place or port of their diſcharge, but

alſo

alſo then and there before bulk-breaking to give ſufficient ſecurity unto the ſaid Maſter for the payment of the Freight, and after ſafe delivery of the ſaid goods to pay for Freight 50 l. ſterling per month for ſo long time as the ſaid Ship hath been in ſervice of the ſaid Merchant, the daies leſſe than a month after the ſame rate, the months pay to begin on Friday next, the ſeven and twentieth day of this preſent month, and to end when the laſt goods are delivered out of the ſaid ſhip, at the place of her right diſcharge, and the ſaid Freight to be paid within ——— daies at the longeſt, with averige and primage, according to the cuſtome of the Sea: And moreover the ſaid Merchant doth promiſe to provide the ſaid Maſter a ſufficient pilot to bring the ſaid Ship in and out of the Liews, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the ſaid voyage ſhall or may be claimed in reſpect of the ſaid ſhip or goods, and to provide the ſaid ſhip of ſufficient convoy, if he the ſaid Merchant or his aſſignes do require that the ſaid Ship ſhall make her diſcharge in any unfree place: Provided that the ſaid Maſter in his going for the ſaid Iſlands or Liews is to put into *Rinmouth* haven, there to victual and provide himſelf, which time from his firſt comming in untill his comming out again to Sea, is not to be reckoned to the Merchants charge: And the ſaid Maſter doth promiſe and warrant his Ship to be ſtrong and ſtanch, and to man and victuall her fitting to perform the ſaid voyage, with all other neceſſarie appurtenances. For the true performance of all which premiſes, the ſaid parties do bind themſelves unto each other in the penalty of 500 l. ſterling, to be paid by the party defective unto the party obſervant.

And

And it is agreed by & between the ſaid parties, that the monthly Freight above-mentioned ſhall run and continue untill the ſame Freight be fully paid, and that the ſaid Maſter ſhall not abide or tarry in *Tinmouth* Haven longer than ſix daies, if wind and weather ſerve. Provided that the half-deck and forecaſtle is to be for the Maſters uſe and ſtowage.

In witneſs whereof the ſaid parties unto two Charter-parties of this tenor, interchangeably have put their hands and ſeals, Dated in, &c. the day and year above writ ten.

A Deed to revoke ſeveral uſes in ſettlement according to a power therin reſerved.

TO all Chriſtian People, to whom this preſent writing ſhall come, Sir R. C. of *Stefford* in the County of *Lincoln* Barronet, ſendeth greeting in our Lord God everlaſting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. one the one part, and I. S. Gentleman, ſervant of the ſaid Sir R. C. on the other part, There is (amongſt other things) one Proviſo contained in theſe or the like words in effect hereafter following, (that is to ſay) Provided likewiſe, that it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents is, that if the ſaid Sir R. C. ſhall at any time hereafter during his natural life, be minded or purpoſed to alter, determine, revoke or make void all or any of the uſe or uſes, eſtate or eſtates, truſt or truſts herein before mentioned, declared, limited or appointed, and ſhall by any Deed or Writing to be by him the ſaid Sir R. C. ſealed and ſubſcribed in the preſence of two or more credible witneſſes, declare and publiſh

liſh his mind, intent and meaning to be, to revoke alter, to make void and fruſtrate the ſaid ſeveral uſes, eſtate and truſts, before in theſe preſents mentioned, declared, limitted or appointed, or any of them, of, or concerning the ſaid Caſtle, Mannors, Meſſuages, Lands and premiſes, or any of them, or any part or parcel of them, or any of them, that then and from and after any ſuch declaration or publication ſo to be made as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, truſt and truſts, in and by theſe preſents limited, expreſſed, declared or appointed, of, for and concerning the which any ſuch declaration or publication ſhall be made as aforeſaid ſhal ceaſe and become utterly void, fruſtrate & of none effect, to all intents, conſtructions and purpoſes whatſoever; and that then and at all times from thenceforth the ſaid I. S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand & be ſeized of the ſaid Caſtle, Mannors, Lands and Premiſes, ſhall ſtand and be ſeized of the ſame, or of ſuch part or ſo much thereof, concerning the which any ſuch declaration or publication ſhall be made as aforeſaid, to ſuch uſes intents, truſts and purpoſes, as the ſaid Sir R. C. in or by any ſuch deed or writing as is aforeſaid, or by any other deed or writing to be by him the ſaid R. C. ſealed and ſubſcribed in the preſence of three or more credible witneſſes, ſhall declare, limit or appoint, and for default of ſuch declaration, limitation or appointment, to the uſe and behoof of the ſaid Sir R. C. his heirs and aſſigns for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever, as in and by the ſaid Indenture (amongſt divers other proviſoes and things therein contain'd) more plainly and at large it doth and may appear.

Now

Now know ye, that I the said Sir R.C. do by this my present deed or writing sealed and subscribed by me the said R. C. in the presence of (three) credible witnesses, declare and publish my mind, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these presents revoke, alter and make void and frustrate all and every the use and uses, estate and estates, trust and trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments mentioned, contained and specified in the said Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the said Castle, Mannors, Messuages Lands, Tenements, Advowsons, and all other Hereditaments with their appurtenances, shall remain and be, and that the said I. S. and his heirs, and all and every other person and persons standing & being, or which at any time hereafter shall stand and be seized of and in the same, shall stand and be seized thereof, to the use and behoof of me the said Sir R.C. my Heirs and Assignes for ever, and to and for none other use, intent, meaning or purpose whatsoever. In witness whereof I the said R. C. have hereunto set my hand and seal the 28 day of *February* in the year of our Lord God according to the computation used in *England*, 1651.

An Indenture of Co-partnership, between four Merchants.

THis Indenture Quadripartite, made the, &c. between R. B. Citizen and Goldsmith, of *London*, of the first part, W. C. Citizen and Goldsmith of *London* of the second part, T. B. Citizen and Goldsmith of *London* of the third part, and T. L. of *London* Merchant adventurer, late servant of the said R. B. on the fourth part, witnesseth, that the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence, and good opinion which every one of them alwaies hath had, and yet hath and reposeth in every other of them, have joined themselves to be co-partners together in the Trade of Merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kinds of wares, and all other kinds of businesses to the Trade of a Merchant incident, belonging or appertaining, and the said Co-partnership to continue between them, from the first day of this instant month of *March* for and during the term and space of three whole years from thence next ensuing and fully to be compleat and ended; And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these presents delivered into stock (to be used and imployed in the said Trade of Merchandizing, as well within the territories of *England*, as elsewhere in several places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, adventures, abroad and here in *England*, adventures now already upon the Seas and beyond the Seas, such several stock and stocks, and summ and summs of money as are specified and expressed in a Schedule indented to these presents annexed of the particular and proper stock severally put in, & severally belonging to each

one

one of the ſaid ſeveral parties for their ſeveral quantity and proportion, being in the ſaid Schedule ſeverally ſet down, mentioned and declared, as by the ſame more fully and plainly doth and may appear: It is now covenanted, granted, concluded, condiſcended, and fully agreed by and between all the ſaid parties to theſe preſents; and each one of the ſaid ſeveral parties for himſelf reſpectively, and for his own particular part, and for his own ſeveral and particular Executors and adminiſtrators, do and doth ſeverally and not jointly covenant, grant, promiſe and agree to and with every and each other of the ſaid parties, his and their ſeveral executors and adminiſtrators by theſe preſents in manner & form following, that is to ſay, that every and each of the ſaid parties for himſelf during and by al the ſaid ſpace of three years (if al the ſaid parties ſhall ſo long live) ſhall continue & abide together as joint occupiers and partners, and that every and each of the ſaid parties ſhall from time to time, during and by all the ſaid term (if they ſhall ſo long live) do their and every of their reaſonable endeavours and diligence, by all the waies, labours and means that each of them can or poſſibly may, to the uttermoſt of their power, wit, cunning & knowledge, and for the moſt benefit, profit and advantage of every and each other, faithfully and truly imploy, buy ſell and mërchandiſe, with all ſuch and ſo much of the ſaid whole ſtock, as ſhall in all manner of wiſe come to be committed to each one of their ſeveral charges, diſpoſitions and government; and the gains and increaſe of every ſuch part: And it is the true intent and meaning of all the ſaid parties, to theſe preſents, that the ſaid W. C. ſhall manage the buſineſs and affairs for, &c. in the parts of *Spain* during the good liking of the ſaid R. B. and there for the moſt part reſide and have his continuance

and being; the ſaid T. L. to manage the buſineſſe and affairs for *Stoade*, *Germany*, and thoſe parts, during the good liking of the ſaid R. B. and there he for the moſt part to reſidue and have his continuance and being, and the ſaid R. B. & T. B. to manage the buſineſs and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the ſaid parties to theſe preſents, that all ſuch gain, profit and increaſe as God ſhall ſend, and as ſhall come, grow or ariſe by reaſon of their ſaid Trade and joint occupying, as is aforeſaid, ſhall be from time to time during the ſaid joint-occupying, equally and indifferently parted and divided in manner following, that is to ſay, to every one of the ſaid parties, their Executors and adminiſtrators, a juſt, equal and rateable part and proportion in and upon every 100. l. rateable and proportionably, according as to the quantitie of each ones ſeveral ſtock by them ſeverally put in and appearing in the ſaid Schedule, the ſame for his and their parts of the gains, profit and increaſe, ſhall ariſe and amount unto. And likewiſe that all ſuch loſſes, hurt and detriment as ſhall happen by the ſaid joint-occupying by evill debtors, adventures of the Seas, or otherwiſe, without fraud or coven ſhall be paid and born in each ones ſeverall part and portion, according to the manner and form of the divident of the gains aforeſaid. And it is covenanted, granted and agreed by and between all and every of the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, for his own ſeveral and particular part, and for his own ſeveral Executors and Adminiſtrators, do and doth ſeverally & not jointly covenant, promiſe, grant and agree to and with every and each other of the ſaid parties, his and their ſeveral Executors and Adminiſtrators by theſe preſents, That there ſhall be had

had and kept from time to time, during all the time of their joynt occupying and Copartnership together as aforesaid, as well for the accompt and affairs on this side the *Sea*, as likewise for the severall accompts and affairs severally beyond the Sea, perfect, just and true books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the business and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and lie, which shall be had, used and occupied by reason of the said joint occupying: And that the said R. B. and T. B. shall have the custody and keeping of the books of accompt for *England*, and all things concerning the trade for *England*, the said W. C. shall have the custody of the books concerning the trade for *Spain*, and the said T. L. shall have the custody and keeping of the books concerning the trade of *Stoade* and *Germany*, in every of which said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Copartnership and joint occupying, with all debts thereof or therefore from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joint occupying; and also of such costs, losses, charges, and expences, as are or shall be expended, disbursed, laid forth, had or suffered by any waies or means by reason of the said joint occupying, which said book shall be used in common to and for the behoof of every and each of the said severall parties, their and every of their several executors and administrators,

To have free acceſs and recourſe unto, without let or interuption of each other, or the executors, adminiſtrators or aſſigns of each other. And alſo that every and each one of the ſaid parties ſhall from time to time, during all the time of their ſaid joint occupying and copartnerſhip together, as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the Servants and Apprentices of each other, that ſhall attend upon the ſaid trade, all the affaires and dealings of the ſaid trade needfull and neceſſary therein, thereabouts or thereunto belonging or to be manifeſt, or made known. And alſo that every and each one of the ſaid parties twice in every year yearly during the ſaid Term (or oftner if need require) at and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt & uttermoſt of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or aſſigns of every & each other, at or in the City of *London*, a juſt, true and perfect accompt and reckoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned: And alſo of all ſuch other goods, wares, Merchandizes and ready money, as at any time hereafter during their ſaid trade and joint occupying together, ſhall come to any of their ſeverall hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joint uſes, or by any their joint & ſeveral deliveries or appointments, or by the delivery or appointment of any the factors or ſervants of them, or any of them by reaſon of the ſaid joint occupying: And alſo of all the gains, profit and increaſe that God ſhall ſend of the ſame ſtock, goods, wares, merchandizes and ready money

ney or otherwiſe, by reaſon or occaſion of the ſaid joynt-occupying, and alſo of all ſuch debts and duties as ſhall be owing unto the ſaid parties or any of them, and by them to be owing to any perſon or perſons by reaſon of the ſaid joint-occupying; and that upon the perfecting and finiſhing of every ſuch accompt, all the ſaid parties, their Executors and Adminiſtrators ſhall ſubſcribe their names to the ſame, witneſſing each ones conſent and agreement thereunto, for avoiding of doubts and queſtions which otherwiſe might happen or enſue.

And further, that it ſhall and may be lawful to and for every and each of the ſaid ſeveral parties, and the Executors, Adminiſtrators, Servants, Factors and Aſſigns of them and every or any of them, at all convenient and ſeaſonable time and times; during all the time of their joint occupying together, at the liberty and pleaſure of any of the ſaid parties, their or any of their Executors, Adminiſtrators, Servants, Factors or Aſſignes, to have acceſſe and recourſe to the books of accompt and reckonings, and to the notes and remembrances appertaining to the ſame any wales touching or concerning the ſaid Trade and joynt-occupying; and to ſearch, peruſe, and examine for the better diſcerning and trying out of all things, how and in what ſort and condition the ſaid Trade and joint-occupying doth and ſhall from time to time proceed and ſtand. And it is further covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and every one of the ſaid ſeveral parties before named for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators do, and doth ſeverally and not jointly covenant, promiſe, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſignes, by theſe preſents, that no bill, writ-

ting contract or bargain shall be made, at any time, during their said joint-occupying together in the parts beyond the Seas, for any matter touching the said trade, otherwise than in the name of the said R. B. &c. if the same with reasonable conveniency may be done: And that there shall no private occupying or Trade of buying and selling, be had, used or occupyed by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Co-partnership, to the hurt and injury of the said generall Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R. B. W. C. T. L. and T. B. proportionably according to the rate and proportion of their several stocks, aforesaid, saving that it shall and may be lawfull to and for the said R. B. at his liberty and pleasure, with his overplus of stock at any time or times, during this Co-partnership, to use his Trade to and for the *East-Indies*, and also for imploying of his ships, and to lend and dispose any his other monie out by way of Loan or Use, and saving that it shall and may be lawfull to and for all the said parties, during the term of their said trade, to deal for other men, with whom they shall no waies have any partnership, and not hinder or be injurious to the said joint-trade, and to receive the Factorige thereof to their own proper uses, any thing aforesaid to the contrary in any wise notwithstanding, And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and assigns, do and doth

inter-

Interchangeably, ſeverally and reſpectively, and not jointly, covenant, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſigns, by theſe preſents, that they the ſaid R. B. W. C. T. L. and T. B. their and every of their Executors and Adminiſtrators, ſhall and will within the ſpace of two months next enſuing the end, determination or diſſolution of the ſaid term of Co-partnerſhip, whether the ſame be by expiration of the ſaid term of three years, or by the death or deceaſe of any of the ſaid parties, which ſoever of the ſame ſhall firſt happen, at or upon the requeſt of every or any of them, unto the other, or the Executors or Adminiſtrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Adminiſtrators of every and each of them, unto the other, at the now dwelling houſe of the ſaid R. B. ſituate, &c. a juſt, true, perfect and final accompt and reckoning in writing, to the uttermoſt of every and each mans power and knowledge, of all and every the ſaid ſtock and ſtocks mentioned in the ſaid Schedule, and of all the gains and increaſe, loſſe and dammage, which God ſhall ſend, and which ſhall grow to or by the ſame, and of all goods, wares, merchandizes and commodities, before that time, had, bought, ſold or dealt in with the ſame ſtock or ſtocks and gains aforeſaid, and of all debts made and being due, ſumme and ſummes of money received or paid out by means or in reſpect of the ſaid Trade, and generally of all buying, bargaining, ſelling, trading and merchandizing, by the ſaid parties or any of them, with the ſaid ſtock or ſtocks, and gains, and increaſe thereof aforeſaid, and that then upon the perfecting and finiſhing of the ſaid final Accompt, ſo as aforeſaid to be made and done, all and every the ſaid ſtock and ſtocks in the ſaid Schedule

dule mentioned then remaining, and the gains, winning and increaſe which God ſhall ſend, and ſhall appear to become and growing thereof, or by reaſon of the ſaid Trade aforeſaid, whether the ſame ſhall conſiſt in money, wares, debts or otherwiſe, ſhall be indifferently parted, ſhared, paid and divided to and amongſt the ſaid parties, their Executors and Adminiſtrators, in kind proportionably and rateably, without fraud deceit or diminiſhing, in that full meaſure, as each ones ſeverall part ſhall juſtly and truly, in a true reckoning and computation thereof, ariſe and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones ſeveral ſtock and ſtocks in the ſaid Schedule appearing and mentioned, and according to the plain true intent and meaning of theſe preſents; and that ſuch part and portion of the ſaid ſtock and gains, as upon the perfecting of the ſaid finall accompt; ſhall appear to be and conſiſt in debts and duties due and owing to the ſaid parties or any of them, ſhall alſo from time to time, as the ſame or any of them ſhall be recovered or gotten in, by the ſaid parties or any of them, be alſo parted, ſhared and divided to and amongſt the ſaid parties, according to the like rate, order, diviſion and proportion as is before herein alſo expreſſed and ſet down, the debts, duties and other charges then to be owing or payable by the ſaid parties, or any of them; for or in reſpect of the ſaid joint-trade, being firſt and before all things, thereout paid, deducted and allowed, and likewiſe the loſſes, if any ſhall be, to be in like proportion born and ſuſtained according to the rateable diviſion of the gains aforeſaid, and that then they the ſaid parties and every of them, their Executors and Adminiſtrators, immediately upon the per-

perfecting and finiſhing of the ſaid finall accompt, Partition and diviſion as aforeſaid, ſhall and will do their and every of their endeavours, by all the lawfull waies and means that they, or any of them may or can, for the more ſpeedy recovery and getting in of all and every the ſaid ſeverall debts and duties, from time to time to be due, or owing to them, or any of them, as part of the gaines and ſtock aforeſaid; And that the charges of ſuing for and getting in of the ſaid debts and duties from time to time, ſhall be born and paid by all the ſaid parties rateably according to the quantity of their ſeveral ſtocks and gains aforeſaid; And that if it ſhall happen any the ſaid parties to die or depart this life during the ſaid Copartnerſhip, that then in any ſuch caſe no right or Survivour or Survivourſhip ſhall hold or take place, or be by them or any of them any wiſe challenged, claimed or demanded, but that they the ſaid parties, and every of them ſhall and may lawfully give, deviſe, diſpoſe and diſtribute his and their parts and portions of the ſaid ſtock and ſtocks, gains and increaſes to them ſeverally and properly to belong and to be due, and belonging by the true intent and meaning of theſe preſents, by their or any of their laſt Wills and Teſtaments, or by any other gift or deviſe, as fully and amply, as they or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joint trade. And likewiſe the executors and adminiſtrators of every ſuch perſon and perſons ſo deceaſing, may have and enjoy his and their full rateable part and portion of the ſtock and ſtocks aforeſaid, and of the gains and increaſe thereof, according to the true intent and meaning of theſe preſents, without any let, trouble, hindrance or interruption of any other of the ſaid parties ſurviving or overliving, his or their execu-

tors,

tors, administrators or assignes, or any of them, any usuage, law, custome or other impediment to the contrary thereof notwithstanding,. And that all the said parties and persons, before mentioned, their executors and administrators, at all times as well during the said term of Co-partnership, as afterwards, untill the end of the whole business shall be fully finished and brought to perfection, by all the good waies and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and parcicular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and quity therein appertaineth and belongeth, and that without fraud or coven: And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own, several and particular part, and for his own several and particular executors and administrators, do and doth interchangeably, severally and not jointly, covenant and grant to and with every and each one of them the said parties, his and their several executors and administrators by these presents, That it shall not be lawfull to or for any of the said parties at any time during the said Co-partnership, to take out or diminish any part of the said stock, or any the gains & increase therof, other than such sum and sums of money as hereafter in and by these presents is licenc'd & allow'd, & that no charge shall in any wise be put to the account of the Copartnership but such as shall be for the trade of merchandizing in trade and occupying of the stock and stocks aforesaid, and the gains and increases that of them and concer-

ning

ning the ſame ſhall come, ariſe or increaſe, unleſs it be convenient houſe-room, and ware-hauſe-rooms in the parts beyond the Seas, and for ſuing and getting in of debts and duties belonging to the joint-trade, and other neceſſary charges belonging to merchandize neceſſary and behooffull for their ſaid joint-occupying, to be born by the generall accompt of the ſaid joint trade, the charges of ware-houſ-room, diet, lodging and ſuch like, for the time any of the ſaid parties, ſhall be within the City of *London* during the time of the ſaid Co-partnerſhip, to be upon the particular and ſole charge onely of the ſaid R. B. his Executors or adminiſtrators: And it is covenanted, granted, concluded and agreed by and betwen all the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, and for his own ſeveral and particular part, and for his own ſeveral Executors and Adminiſtrators, do & doth, &c. by theſe preſents, That he the ſaid W.C. by way of further recompence, his Executors or Adminiſtrators ſhall every year yearly, for and during all the time of the ſaid Co-partner-ſhip, be yearly allowed out of the joint-ſtock and general accompt, & thereby to be born, the yearly ſum of 184 l. of lawfull, &c. over and above all other his gains and allowance hereing before mentioned, 100 l. yearlie whereof it ſhall or may be lawfull to and for the ſaid W.C. to take out of the ſame to uſe, ſpend, beſtow and convert at his own free will and pleaſure, ſo far forth that the ſaid W. C. do leave yearlie the reſidue being the ſum of 84 l. to reſt, remain and run to and in uſe to and with the ſaid general ſtock during the ſaid Co-partnerſhip; The profit and loſs of which yearlie ſumme of 84 l. to be divident to and amongſt the ſaid parties in like manner, according to the diviſion and proportion of their ſeveral ſtocks aforeſaid,

and

and the 84 l. yearly being the principal, together with ſo much of the ſaid yearly rent of 100 l. not formerly taken out, at the end and determination of the Co-partnerſhip, to be to the ſaid W. C. his Executors and Adminiſtrators fully ſatisfyed and paid, or otherwiſe by him the ſaid W. C. his Executors or Adminiſtrators out of his accompt to be deducted, and defaulked; and that he the ſaid T. L. his executors or adminiſtrators ſhall by way of further recompence every year yearly for and during all, &c. *prout ſupra*, for W. C. any matter, cauſe, article or thing before in theſe preſents contained or rehearſed to the contrary thereof in any wiſe notwithſtanding. And finally, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, that each one of the ſaid ſeverall parties before named, for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators, do and doth interchangeably, ſeverally and not jointly, covenant, promiſe, grant and agree to and with each other and every of them, his and their ſeveral Executors, Adminiſtrators and Aſſignes, by theſe preſents, that if it ſhall fortune any variance, ſute, difference, doubt, controverſie, diſcord or contention to happen, grow or be moved by and between the ſaid parties, or any of them, or the Executors or Adminiſtrators of them, or any of them, for, upon or by reaſon of the ſaid Trade and joint occupyings, or any matter or thing thereupon depending, or upon or by reaſon of any matter or thing in theſe preſents expreſſed or ſet down, that then and ſo often from time to time, as the ſame ſhall ſo happen, and before any ſute ariſe, or trouble ſhall be attempted or ſought by any of them againſt the other: all and every the ſaid variances, differences, ſtrifes, doubts, controverſies and contentions ſhall from

from time to time be referred and ſubmitted to the hearing, order, award and determination of four honeſt perſons, being of the company of Merchant-adventurers of *England*, for the time being, whereof one ſhall be choſen by the ſaid R. B. his executors or adminiſtrators, one other, &c. for the other three, as arbitrators in and for all and every the premiſes, if they ſhall be content to undertake the variances, ſtrifes and contentions, ſo to them to be referred within the ſpace of one month next after ſuch referment and ſubmiſſion to them made: And further that they the ſaid R. B. W. C. T. L. and T. B. and every of them, their and every of their executors and adminiſtrators reſpectively, for their and every of their own ſeverall and particular parts, ſhall and will from time to time ſtand to, abide, obey, perform, fulfill and keep, all and every ſuch end and ends, determination and judgement, as by the ſaid four perſons ſo as aforeſaid to be choſen ſhall from time to time be had, made and given up in writing, for and in the behalf of the ſaid parties, as touching any the variances or differences aforeſaid, without any further coven or deceit. In witneſs, &c.

An acknowledgement of a truſt in an Indenture of bargain and ſale.

THis Indenture made, &c. Whereas T. W. of, &c. by this Indenture of bargain and ſale, bearing date, &c. for the conſideration therein mentioned, did grant, bargain and ſel unto the ſaid I. H. S. T. A. P. and R. L. their heirs and aſſigns, for ever, all that Mannor, &c. (recite the bargain and ſale to the end of the *Habend.*) as in & by the ſaid Indenture of bargain and ſale amongſt divers other Covenants, grants and agreements therein contained more at large it doth

and

and may appear. Which ſaid recited Indenture of bargain and ſale was ſo made unto the ſaid I.H.S.T. and A. P. of meet and ſpeciall truſt and confidence, to and for the only uſe, benefit and behoof of the ſaid S.S. his Heirs and aſſignes. Now this Indenture witneſſeth, that the ſaid I.H. &c. do hereby confeſſe and acknowledge, that the ſaid recited Indenture of bargain and ſale, was and is made to and in the names of them the ſaid I.H, &c. of meer and ſpeciall truſt and confidence, to and for the uſe and behoof of the ſaid S. S. his Heirs and Aſſignes for ever. And further the ſaid I.H.&c. in accompliſhment and performance of the truſt and confidence aforeſaid, do for them and every of them, covenant and grant jointly and ſeverally to and with the ſaid S.S. their Heirs, Executors, Adminiſtrators, and aſſignes, by theſe preſents, that they the ſaid I. H. &c. their Heirs and Aſſignes, ſhall and will from time to time hereafter, upon reaſonable requeſt therefore to be made, and at the coſts and charges in the Law of the ſaid S.S. his Heirs & Aſſigns, bargain, ſell, convey and aſſure the ſaid mannors & all and ſingular other the premiſes by the ſaid recited Indenture of bargain & ſale granted & ſold, or meant mentioned or intended to be thereby bargained and ſold, and everie part and parcel thereof, with their and everie of their appurtenances, unto the ſaid S.S. his Heirs and Aſſigns for ever, in ſuch ſort manner and form as by the ſaid S. S. his Heirs and Aſſignes, or his or their councell learned in the Law, ſhall be reaſonablie deviſed or adviſed and required, ſo alwaies, that the ſame Conveyances or Aſſurances, or any of them, contein no further or other warrantie then onelie againſt the ſaid I.H. &c. and their Heirs. And further, that any time of the making and paſſing of ſuch Conveyance or

Aſſu-

assurance as aforesaid, the said Mannor and all & singular other the premises, shall be free, clear and discharged, of and from all and al manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said I. H. &c. or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from, or under them, or any of them. In witness, &c.

An acknowledgement of a trust by a Deed poll of a Lease.

TO all, &c. I T.M. of, &c. send greeting, &c. whereas C. D. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c. Now know ye, I the said T.M. do hereby confesse and acknowledg, that the Lease or demise of the premises aforesaid, was and is made to and in the name of me the said T.M. in trust and confidence, & to the intent that I the said T.M. should upon the request of the said E. G. her Executors, administrators or assignes, assign and convey the said Lease and premises to her the said E. G. her Executors, administrators or assignes, or to such other person and persons as she or they in that behalf shall name or appoint: And therefore in accomplishment and performance of the trust and confidence aforesaid, I the said T. M. for me, mine executors and administrators, do covenant and grant to and with the said E. G. her Executors, Administrators & assigns, by these presents, that I the said T.M. my exec. admin. and assigns shall and will from time to time, upon the reasonable request, and at the costs and charges of the said E. G. her Executors, administrators or assigns, assign and set over the above-mentioned premises, and every of them, and all the estate and interest of me the said T. M. my executors and administrators, in and to the same, clear and discharged of all incumbrances

by us or any of us to be done or committed unto the ſaid E.G. her executors or adminiſtrators, or to ſuch perſon or perſons as ſhe or they ſhall name or appoint. In witneſs, &c.

A Conveyance of Lands to the uſe of a Mans Heirs, with the profits during the Heirs minority, limited to the payment of the Donors debts and performance of the Teſtament.

THis Indenture made, &c. between the Right Honorable W. Viſcount *Hereford*, *&c.* of the one part, and the Right Honorable A. Lord *Grey & alii*, *&c.* on the other part witneſſeth, that the ſaid Viſcount, for and in conſideration of the Fatherly good will, favour and affection which the ſaid Viſcount beareth towards R. and W. the two Sons of the ſaid Viſcount, and for the advancement and preferment of the Heirs males of the body of the ſaid Viſcount lawfully to be begotten, and for other the conſiderations hereafter in theſe preſents mentioned and expreſſed, hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, grant, enfeoff and confirm unto the ſaid A. Lord *Grey*, *&c.* all thoſe his Mannors, *&c.* with all and ſingular Liberties, Courts, Views of Frank pledg, Fairs, Commodities, Franchiſes, Privileges, Juriſdictions, Preheminences, Emoluments and appurtenances whatſoever to or for the ſaid Mannors, Lands, Tenements or Hereditaments uſed or enjoyed, in or out of the ſame, or any of them, or any part or parcel thereof, iſſuing, renewing, happening, uſed or exerciſed, and all, &c.

To have and to hold, &c. to the ſaid A. L. G. &c. and their heirs for ever, to the uſe and behoof of the ſaid V. for term of his life, without impeachment of waſte,

waſte, and after the deceaſe of the ſaid V. and during the time of the ſaid R. D. ſon and now heir apparent of the ſaid V. or any other, being the heir of the ſaid V. ſhall be under the age of 21 years, and until ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, to the uſe of the ſaid A.L.G. and the Survivors and Survivor of them, and the executors and a'miniſtra ors of the Survivor of them, upon truſt, and to the intent & purpoſe that the ſaid A.L.G. &c, and the Survivors and Survivor of them, and the executors and adminiſtrators of the Survivor of them, ſhall take, receive, levy, poſſeſs, uſe and enjoy the Rents, iſſues, profits, revenews, commodities and emoluments of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the premiſes, with the appurtenances, and the ſame employ during ſuch minoritie or minorities, as is aforeſaid, for and towards the performance, payment and ſatisfaction of all the legacies and bequeſts of money, annuities for years, and debts of the ſaid V. to be mentioned in the teſtament and laſt will of the ſaid V. according to the tenor, purport and true meaning of the ſaid V. in his ſaid teſtament and laſt will to be declared, & to the uſe and intent that the ſaid feoffees, and the Survivor and Survivors of them and their Heirs, ſhall with the profits, Revenues, commodities, iſſues and emoluments, comming, growing and ariſing of and in all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, beſtow, diſburſe and expend from time to time the competent and neceſſary charges in the law and otherwiſe for the defence and maintenance of the poſſeſſion and title of all and ſingular the premiſes, and every or any part thereof, and for the reparation and defence of the buildings, edifices,

houſes and Sea-walls in andupon the premiſes, or any part thereof from time to time neceſſary, meet and convenient to be disburſed, and expended, until ſuch time as the ſaid Legacies debts and bequeſts of the ſaid V. to be mentioned in his Teſtament ſhall be performed, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, and after ſatisfaction of the ſaid legacies, debts and annuities, & for the Surpluſage that ſhall ſurmount the ſame debts, legacies and annuities, and other the charges aforeſaid ſatisfied, to the uſe and intent that the ſaid *A.L.G.&c.* ſhall imploy & ſuffer the premiſes and ſurpluſage thereof, to go, remain and come to the uſe, profit and benefit of the heirs of the ſaid V. And after the heirs of the ſaid V. ſhall accompliſh the full age of, &c. That then the ſaid A.L.G.&c. & their heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid R. D. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid R.D. lawfully begotten, to the uſe and behoof of the ſaid W. D ſecond Sonne of the ſaid V. & the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid W.D. lawfully begotten and to be begotten to the uſe & behoof of the heirs males of the body of the ſaid V. lawfully begotten, & for default of ſuch heir to the uſe of the heirs of the body of the ſaid V. and for default of ſuch iſſue to the uſe of the right heir of the ſaid R. for ever.

Provided alwaies, and it is the true meaning, uſe and intent of theſe preſents, That if the ſaid V. at any time hereafter during his life time, ſhall demiſe, grant or leaſe the ſaid Mannors, Lands, Tenements, and hereditaments aforeſaid, and other the premiſes by theſe preſents granted or aſſured or any

part or parcel thereof, by his deed indented under his ſeal, and with the ſubſcription of his name with his own proper hand, for term of any year or years life or lives, that then and immediatly from & after every ſuch leaſe, demiſe or grant, or ſuch leaſes, demiſes, or grants, ſo to be made by the ſaid V. the ſaid A. L. G. &c. and their heirs, ſhall ſtand and be ſeized of and in the ſaid Mannors, &c. ſo to be leaſed or granted, To the uſe and behoof of the ſame Leſſees or Grantees, and every of them, and of their ſeveral executors, adminiſtrators and aſſigns during the terms and ſpace mentioned in the ſaid ſeveral leaſes, grants and demiſes, ſo to be made, according to the tenor form and effect of the ſame leaſe, grant or demiſe, leaſes, grants or demiſes, ſo that the yearly rent or rents mentioned or reſerved by the ſaid V. in ſuch leaſe demiſe or grant, leaſes demiſes or grants, be yearly paid to the ſaid V. during his natural life, and after his deceaſe to ſuch perſon or perſons, as by the purport and true meaning of theſe preſents, ought to have the reverſion or remainder, reverſions or remainders of the Lands, Tenements or Hereditaments ſo to be leaſed or granted, within the ſpace of 20 daies next after reaſonable requeſt to be made for the payment thereof: And ſo that the ſame leſſees or grantees their executors, adminiſtraſtrators and aſſigns, do well and truly performe the conditions to be comprized in the Indenture or Indentures of their ſaid ſeveral demiſes or grants, according to the effect and true meaning of the ſame Indenture or Indentures.

And that the ſaid A. L. G. &c. ſhall ſtand and be ſeized of the Reverſion and Remainder, the Reverſions and Remainders of the Mannors, Lands, Tenements and Hereditaments ſo to be leaſed or granted, and after the Determination thereof, Then

alſo of the ſame Mannors, Lands, Tenements or Hereditaments, ſo to be leaſed or granted, to ſuch uſes and intents, as they the ſaid L. G. &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made; and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders and in ſuch manner and form, to all intents and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made (here followeth a Letter of Atturney for livery of ſeizin to the Feoffees, &c.) and then a proviſo, That if the ſaid V. by his writing ſigned & ſealed in the preſence of 3 witneſſes ſhall repeal, fruſtrate & determin, or declare to be determined, all or any the uſes aforeſaid, of or for the premiſes, or any part thereof, That then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands and the uſes thereof, ſo to be declared, determined, ſhall be void and of none effect, and that then the Feoffees ſhall hereof ſtand ſeized to the uſe & behalf of the ſaid V. & his heirs; Then followeth a Covenant on the ſaid V. S. part, that if the eſtate of the premiſes be not effectually conveyed him by force of from this grant to the ſaid Feoffees, to the uſes before ſpecified, on this ſide the laſt day of, &c. next coming, that then and from thenceforth the ſaid V. & his heirs, and all others to be ſeized of the premiſes, ſo not ſufficiently conveyed ſhall be therof ſeized to the uſes above ſpecified and to ſuch uſes, & with ſuch remainders as the ſaid Feoffees or the Survivor of them ſhould have ſtood ſeized thereof, by the purport of theſe preſents, in caſe the eſtate thereof had been perfectly aſſured unto them or any

of

of them according to the true meaning of these presents: In witnesse whereof as well the said V. as the Feoffees, have put, *&c.*

Memorandum *of the seisin executed with the Tenants of one of the said Mannors Attornment.*

MEmorandum, that the sixteenth day of, *&c.* Livery of Seisin was delivered and given by W. W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the Lands of the Farm of O. parcel of the mannor of T. mentioned in the said Indenture, and also of, in and upon the manor-house and demesn Lands of T. by the assent of I. P. Lessee for years of the same (saving his term) & also of, and upon the Coppice-woods called T. P. to R. B. one of the Feoffees, contained in the said Indenture, according to the tenour, purport and intent mentioned in the said Indenture, and for and in the name of the said Mannors of T. and all other the lands, tenements and hereditaments mentioned in the said Indenture, situate and being within the said C. and in the name and behalf of the Feoffees mentioned in the said Indenture; And the Tenants of the said Mannor, whose names are immediatly under-written, at the same execution, hearing the Indenture read, did attorn and fully assent to the same according to the tenor, porport, intent and uses in the same Indenture mentioned.

An Indenture for the equal diviſion of Goods, where there are four Adminiſtrators together, they bearing and allowing one with another equal parts of charges in Law in getting in the ſame, and like parts of all recovered againſt them.

THis Indenture quadripartite made between I.C. of, &c. on the firſt part; W. C. of, &c. of the ſecond part, &c. Whereas the ſaid I.C. and A. his wife, W.C. and A. his wife, H.H. and H. his wife. & N.C. and E. his wife, in the right of the ſame their wives, together with I.H. brother of their ſaid Wives, have had and taken upon them the adminiſtration of the goods and chattels of C.W. widow, deceaſed, late the wife of I.W. late of L. Dyer, deceaſed, and whereas alſo ſo much of the goods, chattels and debts which were of the ſaid C. as are already come to their hands, are divided into five equal parts, whereof every of the ſaid I.C. W.C. H.H. and N.C. in the right of their ſaid wives, and alſo the ſaid I.H. have ſeverally had and taken their ſeveral parts of the ſame, and now are thereof ſeverally poſſeſſed.

Now this Indenture witneſſeth, that it is covenanted, granted and agreed between the ſaid parties; And the ſaid I.W.H. and N. for themſelves and their ſaid wives, and for their executors and adminiſtrators, & for the Executors and Adminiſtrators of every of them, do ſeverally covenant, grant and agree every of them with the other by theſe Indentnres in manner and form following, (*viz.*) That all the reſidue of the goods, chattels and debts which were of the ſaid C. in poſſeſſion or in right, which at any time or times hereafter ſhall come to the hands of any of the ſaid parties, or of the Executors or adminiſtrators of any of them, ſhall be divided & parted into 5 equal parts

as

as aforesaid, from time to time, as the same shall happen to come to the hands of any of them, whereof the said I. H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said I. W. H. and N. and their several Executors and administrators, without benefit of Survivorship by any means to grow to such of the said parties or their wives as shall fortune to Survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any action or sute be now depending, or hereafter shall be commenced against the said administrators of the said C. W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said administration by them taken as aforesaid, That then in every such case, the said I. W. H. and N. their Executors and administrators, and every of them severally for his own part, upon notice and request made and given by one of them to the other, or by any of their executors or administrators, shall bear and pay one equal fourth part of all charges & expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any judgment and recovery which shall happen to be given or had against them or any of them in any such sute or action as aforesaid.

And that they the said I. W. H. and N. and their said wives their executors or administrators, and the executors or administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledge and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needfull to accomplish and perform their accord, covenants and agreements made amongst them by

these

these presents, according to the purport and true meaning of the same.

And moreover, that they the said parties, their Executors and Administrators, and every of them, upon like request as aforesaid, shall notifie, express and truly declare from time to time to the other, all such goods, chattels & debts whatsoever which were of the said C. and which they shall know and understand to be in any place or custody, and not parted, distributed, severed and divided according to the tenure and effect of these presents, To the intent every of them may have his or their equal parts thereof, according to the tenure of these presents, without fraud or coven.

And that for recovery of any debts, goods, and chattels, which were of the said C. to be had and recovered to and for the use of the said parties, their Executors and Administrators, and of the said I. H. and in manner and form aforesaid, They and every of them shall for their equal four parts bear and sustain one equal fourth part of all costs and charges in and about all and every the said recovery and recoveries, to be born and sustained from time to time as shall be needfull and reasonable.

And it is further covenanted, granted and agreed betwixt the said parties, the said parties and every of them do also for them, their Executors and administrators severally covenant and grant to and with the other by these presents, that if it fortune the said I. H. do die intestate, by reason whereof any of the goods, chattels, money, plate or jewels of the said I. shall grow or come by reason of Law unto the said parties, or their wives, or any of them, that then the Survivor or Survivors of the said partys, or their said wives, their Executors or Administrators, to whom any such the goods, chattels, money, plate or jewels

ells shall fortune to grow or come, shall divide the same into four equal and several parts, and shall retain to his or their use one part therof, and the other three parts shall be severally delivered unto the other three parties to these Indentures, to their several Executors or Administrators equally, within two monthes after they shall fortune to have or come by the possession of any such goods, chattels, plate, jewels, money, *&c.* In witness, *&c.*

A Defeazance upon a Statute excellently well penn'd, it being for the payment of two thousand pound at the end of six months, and of 200 l. per annum *during life.*

THis Indenture made the, *&c.* day of, *&c.* in the *&c.* of our Lord God, *&c.* Between B. P. of *London* widow, of the one part, and W. P. of *London* aforesaid Esquire, Son unto the said B. of the other part, Whereas the said W. P. hath lately sold and conveyed the Mannor of L. in the County of W. and divers lands thereunto belonging, unto Sir W. P. Knight, and the said B. P. hath joyned with him the said W. L. in a fine thereof levied, part of which said Mannor and lands of the value of 200 l. *per annum*, were heretofore setled and assured upon her the said B. for her life, for her joynture, by W. P. Esquire, deceased, her late husband; And whereas the said W. P. is indebted to the said B. the sum of a thousand pounds of lawfull money of *England*, which had remained in his hands for some years last past, and by agreements between them, the said W. P. hath hitherto paid the summ of 100 l. *per annum*, as interest or consideration for forbearance of the said money, and is still to pay the like summe so long as the 2000 l. shall remain in his

his hand. And whereas alſo the ſaid W. P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the firſt day of this inſtant month of *April*, taken & acknowledged befor Sir I. B. Knight, Lord Chief Juſtice of the Court of Kings Bench at *weſtminſter*, according to the form of the Statute in that caſe made and provided for the Recovery of Debts, ſtandeth bound unto the ſaid B. P. in five thouſand pounds of lawfull money of *England*, payable as by the ſaid recited Recognizance or writing obligatory more plainly may appear; Now this Indenture witneſſeth that the ſaid B. P. is contented and pleaſed, and doth for her ſelf, her executors and adminiſtrators, covenant, promiſe, and grant and agree to and with the ſaid W. P. his heirs executors, adminiſtrators and aſſigns, and to and with every of them, by theſe preſents, That if the ſaid W. P. his heirs, executors, adminiſtrators or aſſigns, or any of them do pay or cauſe to be paid to the ſaid B. P. or her aſſigns, the ſum of 200 l. of lawfull money of *England* yearly, for & during the natural life of her the ſaid B. at two uſual Feaſts or terms in the year, that is to ſay, the feaſt of St. *Michael* the arch-angel, and the *Annuntiation* of the bleſſed Virgin *Mary*, by even and equal portions, or within one and twenty daies next after either of the ſaid Feaſts, the firſt payment therof to begin at the Feaſt of, &c. now next enſuing or within 21 daies next after the ſaid Feaſt; And likewiſe if the ſaid W. P. his heirs, executors or adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid to the ſaid B. P. her executors, adminiſtrators or aſſignes the ſum of two thouſand pounds of lawfull money of *England*, within ſix monthes next after notice or warning given to that purpoſe to the ſaid W. P. his heirs, executors,

ecutors or Administrators by any writing to be subscribed and sealed by the said B. P. her Executors or Administrators in the presence of two credible witnesses, or more, and shall in the mean time untill the payment of the said 200 l. pay or cause to be paid unto the said B. her executors, Administrators or Assigns, after the rate of 100 l. *per annum*, according to the agreement aforesaid, the same to be paid by 50 l. every half year, and the first payment thereof to be made on the Feast day of, &c. or within one and twenty days next after the said Feast now next ensuing the date thereof; That then the said recited Recognizance or Writing obligatory shall be void and of none effect, or else the said W. P. for him his Heirs, Executors and Administrators, covenanteth willeth and granteth by these presents, that the said Recognizan ce or Writing obligatory shall stand and remain in full force and virtue.

A *Release made to a Sheriff for discharging of a Prisoner.*

KNow all men by these presents, that I G. R. of S. the C. of D. Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W. S. Knight, now Sheriff of the said County of D. all and all manner of actions, Sutes Troubles and Incumbrances whatsoever; which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of E. N. of S. in the said County widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-pleas at *Westminster* for 60 l. debt. and 50 s. and 4 d. costs at my sute, returnable *à die Paschæ in unum mensem* last past. In witness whereof I have hereunto

unto ſet my hand and ſeal the 21 day of *May*, *Anno Dom.* 1627.

An Aſſignment of a Statute, by an Executor, to two of the Creditors of the Teſtator, in lieu and ſatisfaction of their Debts of the ſame value, ſingularly well drawn.

THis Indenture made, &c. between I. C. of the Inner-Temple *London*, Eſquire, Sonne and Adminiſtrator of the goods and chattels of W. C. late Citizen and Scrivener of *London* deceaſed, of the one part, and M. W. of *London* widow, and H. I. of *London* Gentleman, of the other part. Whereas the ſaid W. C. at the time of their death, ſtood indebted unto the ſaid M. W. in the ſumme o 100 l. principal debt, and to the ſaid H. I. in the ſum of 200 l. principal debt, beſides intereſt of the ſaid debts; And whereas Sir T. P. of N. in the C. of D. Knight, in and by one Recognizance or Statute, in the nature of a Statute ſtaple, bearing date the twentieth day of *July*, in the nineth year of the Reign of the late King *Charles*, and made according to the Statute made and proceed for recovery of debts, taken and acknowledged before Sir R. H. Knight, then Lord Chief Juſtice of his Majeſties Court of Common-pleas at *weſtminſter*, is and ſtandeth bound unto the ſaid W. C. in the ſumm of ſix hundred pounds of lawfull money of *England*, payable at the Feaſt of Saint *James* the Apoſtle then next enſuing, as by the ſaid Statute more at large appeareth. Now this Indenture witneſſeth, that the ſaid I. C. for and towards the payment and ſatisfaction of the ſaid debts, due unto the ſaid M. W. and H. I. hath given, granted, aſſigned and ſet over unto the ſaid M. W.

and

and H.I. their executors, administrators and assigns, the said Recognizance or statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same in as large and ample manner and form as he the said I. C. hath or at any time hereafter may or might have, by force of the said Statute. And further the said I. C. doth by these presents constitute, authorize and make the said M. W. and H. I. his true and irrevocable lawfull Atturney and Atturneys, jointly and severally to sue and prosecute all manner of Actions, sutes, demands and executions, in and upon the said Statute and Recognizance in the name of the said I. C. his Executors or Administrators, and to receive and recover the said summe of 600 l. in the said Statute mentioned, and all other summ and summs of money, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them and every of them by these presents to retain all such Councellors and Atturneys, for the executing of the said sutes, extents and executions, as shall be required for the following & furthering of the same, and to do and execute all and every other lawfull act and acts whatsoever, which shall be meet and expedient in and about the premises, and the said I. C. doth for himself, his Executors and Administrators, covenant, promise and grant, to and with the said M. W. and H. I. that the said I. C. his Executors and Administrators, shall & will permit, suffer, allow, justifie and maintain, all such lawfull actions, sutes, extents and executions as the said M. W. and H. I. or any of them, their Executors or Assignes shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 l. contained in the said Statute,

in

in the name of the ſaid I. C. his Executors or adminiſtrators, and that all ſumm and ſumms of money, Recoveries and Executions to be had and obtained upon the ſame by any Sute, Action or Execution, or otherwiſe, ſhall be to the only uſe of the ſaid M. W. and H. I. to be divided betwixt them proportionably according to their ſeveral debts, in as large and ample manner and form as the ſaid I. C. might have had the ſame, and that the ſaid I. C. hath not, nor he, his Executors or Adminiſtrators ſhall not at any time hereafter releaſe or diſcharge the ſaid debts contained in the ſaid Statute, nor any Action, Extent or Execution to be had upon the ſame, nor do any act or acts in prejudice of the ſame: And further, that he the ſaid I. C. his Executors and adminiſtrators ſhall at any time during the ſpace of two years next after ſuch time as the ſame Statute ſhall be executed by way of Extent, make or cauſe to be made by the ſaid M. W. and H. I. their Executors, adminiſtrators, and aſſigns, to the only uſe and behoof of them the ſaid M. W. and H. I. as aforeſaid, upon reaſonable requeſt, and at the coſts and charges in the Law of them the ſaid M. W. and H. I. their executors, adminiſtrators or aſſigns, all ſuch reaſonable Aſſurance and Conveyance of the land which ſhall be extended and put in execution upon the ſaid Statute, as ſhal be reaſonably deviſed by the ſaid M. W. and H. I. or either of them, their Executors, Adminiſtrators or aſſignes, or their or any of their Councel learned in the law, diſcharged of all incumbrances done by the ſaid I. C. his Executors or Adminiſtrators. In witneſs, &c.

PRE-

PRESIDENTS FOR Bills, Anſwers, Replications, Demurrers, Rejoynders, &c. in Chancery.

A Bill to be relieved againſt Bonds, being but a Surety, and for obtaining an Injunction.

To the Right Honourable the Lords Commiſſioners of the Great Seal of England.

IN all humbleneſs complaining, ſheweth unto your good Lordſhips your daily Orator I. S. &c. That whereas about a year now laſt paſt, your ſaid Orator having but lately before attained to his full age of 21 years, and being in poſſibility of good means from his father, was inveigled and drawn in by one I. H. of L. Goldſmith, and one G. B. whom the ſaid H. uſed for his Inſtrument therein, and did at their ſolicitations and perſwaſions, and upon their promiſes to ſupply your Orator with money for his then preſent occaſions, enter into and became bound together with the ſaid B. and one I. I. then a ſtranger to your Orator, unto the ſaid I. H. in and by two ſeveral bonds of obligations, the one of them bearing date, in or bout, &c. be-

ing of the penalty of 200.l. with condition for the payment of 100.l. or thereabouts, at six moneths then following, or some other time in the said condition mentioned, now long since past, and the other of the said bonds bearing date, &c, At the time of entering into which said bonds your Orator was confidently told and promised as well by the said G. B. as by the said I.H. that he your said Orator should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more money, but only so much as he should receive upon the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he well were enabled by his Fathers means to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplyed thereby; but after your Orator had entred into, sealed & deliverd the said bonds, he could not get nor did receive of, or from the said I. H. the Obligee or any other any money at all, or other thing whatsoever, nor was there any money at all or other thing of any value disbursed, paid or delivered by the said I.H. upon, for or in respect of the said bonds so entered into, or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received only by the said G.B. who either converted the same unto and for his own private use, or else paid it back & restored it to the said I.H. or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny or part thereof, and therof your Orator presumed

presumed he should not have been any way troubled sued or molested, upon or by reason of the said bonds or either of them, he having not received the money or any part thereof, for which the same were intended, nor any consideration at all, for or in respect of such his entering into the said bonds, but was greatly disapointed for want thereof, to his no small hindrance, as was and is well known both to the said I. H. and G. B. whom after the entering into the said Bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had, nor could get from them or either of them, any money, commodities or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the bonds, aforesaid, and being combined and considerated to lay upon him, the whole burthen and penalty thereof, have, the better to effect the same so plotted, as that the said G. B. who was and is privy to the whole passage of the business before mentioned, and whom the said H. used as his Instrument to draw your Orator into the said bonds, hath lately since the money mentioned in the Conditions thereof, become thereby due, absented himself with the privity and by the procurement of the said H. and liveth now in remote and obscure places unkown to your Orator, but well known to the said I. H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said bonds, or either of them, but now the said G. B. (who could detect his dealing in the premises), being absent and kept out of

the way, he the ſaid I. H. upon advantage therein, and in purſuance of their plot aforeſaid, doth now pretend and give out in ſpeeches, that the ſaid bonds were reall ſecurities, and entred into for juſt debts, and that your Orator and the ſaid B. B. and I. I. or ſome one of them, had of him the ſaid H. Money or Commodities of the value of money mentioned in the Conditions of the ſaid bonds, which money he pretendeth to be ſtill unſatisfied, and the ſaid bonds thereby forfeited; and thereupon he the ſaid I. H. hath of late arreſted your Orator, and commenceth or threatneth to commence and proſecute ſeveral ſuits againſt him at the Common-law upon the ſaid ſeveral bonds, and ſparing the ſaid G. B. (whom he hath purpoſely abſented) bendeth all his force againſt your Orator: & albeit he the ſaid I. I. hath received ſatisfaction of and from the ſaid B. B. & I. I. & of and from ſome others in their uſe, or in their behalf, of and for all the money and Commodities, if any other were lent and delivered by him upon the ſaid bond, and knoweth well that your Orator had never any part of ſuch money or Commodity, nor any conſideration at all for or in reſpect of his entering into the ſaid bonds, but was meerly drawn thereunto upon the promiſes aforeſaid, which were never performed unto him; yet he the ſaid I. H. continueth ſtill his ſuit and threatnings of ſuit againſt your Orator, at the Common-law upon the ſaid bonds, with intent to recover of him the whole penalties thereof: and the ſaid B. B. giveth way and furtherance thereunto, and will take no courſe to free and diſcharge your Orator thereof; nor will the ſaid I. H. ſeek for ſatisfaction as he ought, (if any be due unto him at the hand of the ſaid B. B.) nor diſcover where the ſaid B. B. is, but both of them by a joint confederacy

cy between them, intend to lay upon your Orator the whole burden and penalties of both the ſaid bonds, and then to ſhare and divide the ſame between them, contrary to all rights and rules of equity, and to your ſaid Orators apparent wrong and inſupportable hindrance, unleſs he may find redreſſe for the ſame before your Lordſhips in the juſtice and equity of this honorable Court. In tender conſideration whereof, and of all the aforeſaid premiſes, and for that your Orator is void of all remedy by the courſe of the Common-laws of this land, to relieve himſelf in the ſaid premiſes, and cannot there plead the matter of equity before alledged, nor any other ſufficient plea in barre, or be diſcharged of the ſaid bonds & of the ſuits there commenced and threatened againſt him thereupon, nor can thereby compell the ſaid B. B. to take any courſe for your Orators diſcharge of the ſaid bonds, and there enforce him and the ſaid I. H. to perform and make good unto your Orator their promiſes aforeſaid, for that your Orator hath no ſuch preciſe proof of the ſaid premiſes by witneſſes now living and extant, as the Common-Law in ſuch caſes requireth; but your ſaid Orator is for all thoſe matters before your Lordſhips in courſe of equity properly to be relieved, where he hopeth the ſaid I. H. and B. B. will upon their oaths, if they may be thereunto called, confeſs their ſaid promiſes, and the premiſes to be true in ſuch ſort as aforeſaid; or if they ſhall deny the ſame, that yet your Orator ſhall be able to make ſuch proof therof by circumſtances as may in equity move your Lordſhips to relieve him therein: Therefore & to the end the ſaid I. H. & B. B. may upon their oaths declare, and ſet down what, & how much money or commodities, and what ſorts, and value the

ſaid I. H. diſburſed, lent or delivered upon the ſecurity of the bonds aforeſaid, and when and to whom, and whether he had the ſame or any part, and what part thereof back again, and what other ſatisfaction he the ſaid I H. hath received for or towards the ſaid bonds, or the money mentioned in the Conditions thereof, and for whom, and to the end that the ſaid I. H. and G. B. may be ordered to diſcharge your Orator of and from the ſaid Bonds, and that all ſutes at the Common-Law thereupon againſt your Orator may be ſtayed, that the matters concerning the ſame may be here determined in and by this honourable Court, according to equity: May it pleaſe your good Lordſhips, the premiſes conſidered, as well to grant unto your ſaid Orator proceſs of Injunction to be directed to the ſaid I. H. commanding and enjoyning him, his Conncellors, Atturney or Agents and Solicitors, therby to ſurceaſe and ſtay all Sutes and further proceedings at the Common-law, againſt your Orator upon the bonds aforeſaid, or either of them, untill the matters of equity concerning the ſame be heard and determined in and by this honorable Court; As alſo to grant unto your Orator proceſs of *Sub pœna*, &c.

A Bill of Revivor.

HUmbly complaining, &c. R. W. of, &c. brother and heir of W. W. late of W. &c. That whereas the ſaid W. W. in his life-time, *viz.* in *Eaſter*-Term, in the fourth year, &c. exhibited his Bill of complaint in this High and Honourable Court of Chancery before your Lordſhips, the tenor whereof followeth in theſe words. To the Right Honourable, &c. (recite the whole bill *verbatim*) And the ſaid W. C. being accordingly ſerved with proceſs of *Sub pœna*, iſſuing out of this Court, appeared in the ſaid term, &c. and upon his

his corporal Oath then & there made his anſwer to the ſaid bill of complaint, which anſwer remaineth upon record in the Honorable Court, whereunto your Orator concerning the particular matters and circumſtances therein contained, prayeth, that he may refer himſelf for more certainty, (*& then in brief, ſhew all the further proceedings in particular*) ſince which time, may it pleaſe your good Lordſhips that the ſaid W.W. died, whereby the ſaid bill, proceſſe and whole proceedings thereupon are abated, and yet neverthleſſe the whole right, title and intreſt of him the ſaid W.W. in all the ſaid Meſſuages and Lands by his death are lawfully deſcended & come to your Orator, as brother and next heir unto the ſaid W.W. ſo that your Orator in equity ought to have ſuch remedy, benefit & advantage againſt him the ſaid W.C. for all the ſaid Lands, &c. as the ſaid W.W. might have had at any time in his life-time: May it therefore pleaſe your good Lordſhips, the premiſſes conſidered, that the ſaid bill, anſwer, replication, depoſitions, orders, and certificates, and the whole proceſſe and proceedings upon all and every of them, may be revived and ſtand in ſuch ſtate for your Orator againſt the ſaid W.C. and his heirs, to all intents and purpoſes as the ſame were for the ſaid W.W. at the time of the death of him the ſaid W.W. and that your Orator may thereupon have ſuch and as great benefit and advantage againſt him the ſaid W.C. as your Orators ſaid brother W.W. might have had at the time of his death; and likewiſe that it may pleaſe your good Lordſhips, to grant unto your Orator proceſſe of *Sub-pœna, &c.*

The beginning and concluſion of a ſingle Anſwer.

THe ſaid Defendant ſaving and reſerving to himſelf, now and at all times hereafter, all benefit of exception unto the incertainties, inſufficiences and imperfections in the ſaid bil of complaint contained, for a full, plain, perfect and direct anſwer unto all and every the matters, allegations and things which are in the ſaid Bill of complaint contained in any ſort or wiſe material or effectual in the Law for this Defendant to anſwer unto, ſaith, &c.

The Concluſion.

Without that, that any other matter or thing in the ſaid Bill of Complaint contained, material to charge this Defendant withal, or effectuall by him to be anſwered unto, and not hereby ſufficiently anſwered unto, confeſſed or avoided, traverſed or denied is true in ſuch ſort, manner and form as herin before is expreſſed: All which this Defendant doth and will be ready to aver, maintain and prove, as this Honorable Court ſhall award; and humbly pray to be hence diſmiſſed with his reaſonable coſts and charges in this behalf wrongfully ſuſtained.

A Plea and Demurrer.

THe ſaid Defendant by proteſtation, not confeſſing or acknowledging any matter or thing in the ſaid bill of Complaint contained, ſaid to the charge of this Defendant, to be true in ſuch manner and form as is therein ſet forth: Saith, that the ſaid bill doth contain therein againſt this Defendant (as he is by his councel adviſed) many apparent imperfections, incertainties and inſufficiencies, ſuch

as

as do afford unto him juſt cauſe and matter of exception, to plead in bar, of the plaintiffs further proceedings againſt him in this honorable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending accordingly ſaith, firſt for anſwer to ſo much of the ſaid bill as is material to charge him withal, That he beleeveth it to be true, &c. (Anſwer what is neceſſary to be anſwered to the Plaintiffs bill.) And as unto the accompt which the plaintiff by his ſaid bil demandeth of this Defendant, and to all other the matters of the ſaid bill not before hereby anſwered unto, he this Defendant, for and by way of Demurrer thereunto ſaith, &c. And for all theſe matters, cauſes and reaſons before alleadged, and for divers other apparent uncertainties & inſufficiencies in the ſaid bill, doth under favour of this honourable Court demur in law unto and upon all thoſe points of the ſaid bill not before anſwered unto, & demandeth judgment of this honorable Court, whether the premiſſes ſtanding in ſtate as is before alleadged, he this Defendant ſhall be compelled to make any other or further anſwer thereunto; and whether the Plaintiff ſhall be admitted to any relief, examination of witneſſes, or further proceedings againſt this Defendant in this honorable Court thereupon, whoſe judgment therein this Defendant humbly expecteth, and moſt humbly prayeth to be diſmiſſed, &c.

A cer-

A Certificate for a Forma Pauperis *in Chancery.*

To the Right Honourable the Lords Commiſſioners for the Great Seal of England.

MAy it pleaſe your Honours, to be advertiſed by us, whoſe names are here under written, That to our knowledge A.C. of, &c. is a very poor woman, and not worth 5.l. and there being Sute in Chancery lately commenced againſt her by one R.B. the ſame beſides her trouble is like to bring upon her great expence, and unleſſe the ſame may be prevented by your Lordſhips favour by admitting of her *in Forma Pauperis*, the defence of ſuch Sute otherwiſe is like to tend to her undoing. The conſideration of al which we humbly leave to your Lordſhips further conſideration, and do reſt

At your Honours or Lordſhips commands.

An Affidavit for the ſame.

I S. of, &c. maketh Oath that he verily believeth that *A.C.* of, &c. is not worth 5.l. of her own proper goods (her debts being paid) and ſhe is very lame, and by reaſon of her infirmity not wel able to travel to *London* about ſuch Sute as is proſecuted againſt her by one R.C.

Jurat. 20. die M.
I. M.

The

The Petition on the ſame.

To the Right Honorable, &c.

The Humble Petition of A. C. of, &c. widow defendant to the Bill of Complaint of R. B. Complainant.

SHeweth, that your Petitioner is a very poor woman, and not worth 5 l. as may appear by the Certificate hereunto annexed of ſundry perſons of quality, to whom her poverty is well known; and there being this laſt Term a long bill exhibited by the Plaintiff in Chancery againſt her for and concerning, &c. and other things of like nature, ſhe in reſpect of her poor eſtate ſhall not be able to anſwer or defend that Sute, unleſs your Lordſhips be pleaſed to admit her *in Forma Pauperis*, to be ſued and ſue concerning the ſame.

Wherefore your Petitioner doth humbly deſire, that your Lordſhips in conſideration of her poverty (ſhe being not able to travel) would be pleaſed in that behalf to admit her *in Forma Pauperis*, and to aſſign Maſter G. and Maſter T. to be of her Councel, and Maſter M. to be her atturney, and ſhe ſhall ever pray, &c.

Anſw. Upon the Cetificate and affidavit of Poverty annexed, let the Petitioner be admitted to ſue and be ſued *in forma Pauperis*, as is deſired.

T. G. &c.

The form of the title of a ſecond anſwer to be made upon a Report, &c.

THe further anſwer of *A.* B. one of the Defendants to the bill of Complaint of C. D. Complainant,

nant according to the report of E.F. one of the Masters of this Court made the 17 day of *J.* and of an order of this Court of the 8 day of this instant month of A. 1644.

The said Defendant in obedience of the said order, and for further satisfaction of this honorable Court saith, &c.

All which matters and things he this Defendant is and will be ready to aver and prove, as this honorable Court shall award, and prayeth as in his former.

The form of Rejoinder.

THe said Defendant saving to himself now and at all times hereafter all and every the advantages of exception to the incertainties & insufficiences of the said Replication, for Rejoinder saith; That he will aver and prove that his said answer by him put into this honorable Court, to the bill of the Plaintiffs is very true, certain and sufficient in the Law, & that all and every the matters, articles and things therein contained are true, in such sort, manner and form as in and by this Defendants said answer they are truely set forth and declared; without that, that any other matter or thing material or effectual in the law to be rejoyned unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denied, is true; All which matters and things this Defendant doth and will aver and prove, as this honorable Court shall award; and therefore prayeth, as in and by the said answer he hath already prayed.

Another Petition *for admittance* in Forma Pauperis.

HUmbly ſheweth, that D. Q. I. S. and others have much wronged and oppreſſed your Petitioner, to h s utter undoing, as may appear by ſeveral writings extant to be ſhown, and becauſe his adverſaries are rich and powerfull, and your Petitioner poor and diſtreſſed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his Debts paid) he moſt humbly beſeecheth your Lordſhips to admit him *in Forma Pauperis*, in this honorable Court againſt the ſaid parties and others, appointing him ſuch for his Councel, and ſuch for his Atturney as your Lordſhips ſhall think meet, and your Petitioner ſhall pray &c.

A warrant upon a Reference to a Maſter.

20 *Junii.*
1633. *Inter W. O. quer. & R. G. Defend.*

BY vertue of an Order of the 30 of *M.* laſt paſt, I have appointed to conſider of the matter to me referred on T. next at four of the clock in the afternoon, at my Chamber in, &c. whereof let the ſaid Plaintiff, his Clerk or Solicitor have notice to the end they may then and there attend, and with Councel if they pleaſe.

L. G.

An

An Affidavit for ſerving a Sub pœna. *Inter* I. G. *Quer.* & R. W. *Defend.*

J. G. of S. in the County of, &c. maketh oath, that on, &c. of this preſent *February*, he perſonally ſerved a *Sub pœna* out of the honorable court of Chancery under Seal on R. W. of, &c. by delivering that (or the Label or body,) &c. at his houſe unto the wife of the ſaid R. W. by which *Sub pœna* he was to appear at the Sute of I. L. of, &c. and was returnable the firſt of this preſent month of, &c.

Jurat. 6. die Febr. 1633
I. P.

A Replication.

The Replication of T. E. *Plaintiff to the anſwer of* G. C. *Defendant.*

THe ſaid Repliant, ſaving unto himſelf now and at all times hereafter, all and every the advantages and exceptions, to the incertainty and inſufficiency of the ſaid Anſwer, for replication thereunto ſaith, That he will aver and prove, that his ſaid bil by him exhibited againſt the Defendant into this honorable Court, is true, certain and ſufficient in the Law to be anſwered unto, and that all and every the matters, articles and things therein contained are true in ſuch manner and form, as in and by the ſaid bill is ſet forth, and that the anſwer of the defendant is uncertain and untrue, and inſufficient to be replyed unto, without that, that any other matter or thing material or effectual in the Law contained in the ſaid anſwer to be replyed unto, & herein

not

not replied unto confeſſed and avoided, traverſed or denied is true, all which matters and things, the ſaid Plaintiff is, and will be ready to aver & prove as this honorable Court ſhall award, and therfore he doth pray, as formerly by his ſaid Bill he hath already prayed:

An Affidavit that the Defendant cannot anſwer without ſight of writings in the Countrey.

Inter { *R.G. Quer. & W.O. & al. Defendants.*

THe ſaid Defendant W.O. maketh Oath that upon peruſal of the plaintiffs Bill, he findes he cannot make direct and perfect anſwer to the ſame without the ſight of certain writings, which are in the County of H. about thirty miles diſtant from this Court: and further depoſeth, that his wife is at this preſent ſo ſick and weake, that ſhe is not able to make her perſonal appearance in the Court without danger of her life.

Jurat. 27. die M. 1633.
I.M.

The form of an Adminiſtrators accompts

THe accompt of L.S. &c. Adminiſtrators of all and ſingular the goods and chattels of R.S. of, &c. his brother deceaſed, as well of and for ſuch & ſo much of the ſame goods and chattels as came to his hands, as of and for his payments and diſburſments out of the ſame, as followeth, &c.

The ſaid Accomptant chargeth himſelf with all & ſingular the goods and chattels of the ſaid deceaſed, ſpecified in an Inventory thereof made and exhibited into the Regiſtry of the Prerogative Court of

of *Canterbury*, amounting as by the ſame Inventory appeareth to the ſumm of——— and petitions for allowance, as follows.

IMprimis, the ſaid Accomptant deſireth allowance of the ſeveral charges of the ſaid deceaſed, as followeth, *viz. &c.* amounting one way and other, as this Accomptant hath them in particulars to the ſumm of———

Item, The ſaid Accomptant deſireth allowance of certain Debts due by the deceaſed at his death, which this Accomptant hath ſince his death paid & diſcharged, that is to pay & diſcharge as followeth, *viz. Imprimis*, to ſuch a one———

The leading of an Inventory.

A True Inventory of all and ſingular the goods, chattels and credits of R. S. Gentleman deceaſed, praiſed at L. the day of, &c. by I. T. &c. as followeth

Imprimis his purſe and apparel———
Item, his books———
Item, the annuity of A. B.———
Item, the reverſion of N. cloſe———
Summ———
Item, one R. and E.———
Debts———
Item, debts owing him———
Item, deſperate debts———
Summ———

An

An answer to a bill to be relieved against 8l. per centum for money left in the hands of a purchaser paid for after that rate.

The several answers of I. L. one of the Defendants to the bill of complaint of S. C. Esquire complainant.

THe said Defendant, now and all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said complainants bill of complaint, for answer thereunto he saith, True it is, that in *Novembr.* &c. he this Defendant together with his brothers, F. L. and W. L. did bargain and sell unto W. C. in the complainants bill named, and to his heirs, the scite of the capital messuage or Farm of C. with the appurtenances in the County of O. in the bill mentioned, with other lands and premises, for which the said W. did covenant and agree to pay the sum of six thousand pounds, as in the complainants bill is mentioned; one thousand pounds whereof the said W. C. was by agreement to keep in his hands, being part of the purchase money for the benefit and behoof of B. L. widow, this defendants mother, and for the defendant F. L. this defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said one thousand pounds remaining in the hands of the said W. C. should receive fourscore pounds *per annum* in respect of her releasing of her jointure of and in the premises, which was to be paid every half year unto the said B. for and during her naturall life, in case the said F. L. lived who is survivor,

and after her deceaſe the ſaid fourſcore pounds *per annum* to be paid to the ſaid Defendant F. L. for and during his natural life, and to ſuch women as he ſhould take to wife, in caſe the ſaid F. married and died before ſuch a wife, for and during her natural life, for, and in lieu of her joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the ſaid B. L. and F. L. on the one part, and the ſaid W. C. on the other part, to which this Defendant in all things referreth himſelf, as therein more at large the ſame doth & may appear. And amongſt the reſt it is covenanted & agreed between the parties to the ſaid Indenture, that after the death of the ſaid F. and of his ſaid wife, if he did marry, then the ſaid one thouſand pounds to remain to the iſſue of their two bodies lawfully begotten; and if they have no iſſue then living, then the ſaid one thouſand pounds is to go according to the true intent and meaning of the ſaid laſt recited Indenture: and if the other Defendant R. L. this Defendants ſecond Brother ſhould happen to die, ſurviving the ſaid F. then the ſaid one thouſand pounds is to remain in the hands of the ſaid F. for ever; and for the better ſecuring of the payment of the ſaid fourſcore pounds *per annum*, and of the ſaid one thouſand pounds, the ſaid W. C. in and by the laſt recited Indenture, did grant bargain, ſell, enfeoff and confirme unto the ſaid B. this defendants mother, and to the ſaid F. L. his heirs and aſſigns for ever, all that piece or parcel of paſture ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which ſaid Indenture this defendant referreth himſelf, as will more at large appear. And this Defendant ſaith, that the ſaid W. C. well knowing that he was there-

thereunto bound by this agreement, during his life-time did justly and truly pay the said fourscore pounds *per annum* unto the said B. this defendants mother, by half yearly payments during her life-time, who died about, &c. since, &c. and by and after the decease of the said F. L. this defendants brother by the advice and council of the complainnant himself, by this deed of assignment with a letter of Atturney bearing date the, &c. did for and in consideration of the summe of eight hundred and threescore pounds, part of the said purchase money which the said F. L. did agree to pay unto this Defendant, in respect this defendant joined in the sale of the said Mannor, Lands and premises, and did enter into a bond of fourscore pounds, for payment thereof, and of other moneys to this defendants brother accordingly, did grant and assign unto this defendant and his heirs and assigns, the said fourscore pounds *per annum*, during the life of this defendants said brother F. as in and by the said deed of assignment (relation being thereunto had) at large the same doth and may appear. And this defendant saith, that after the said assignment so made unto this defendant, the said W. C. did by himself and his servants, and other on his behalf during all his life-time, pay the said fourscore pounds *per annum* to this defendant: and this defendant is perswaded, had not the said W. C. well known that the said fourscore pounds *per annum* was due to have been paid by him; that he would not have paid the same to this defendant. And this defendant saith, that after the death of the said W. C. I. C. his son and heir, or some other on his behalf did pay the same unto this defendant. & this defendant believeth the complainant hath some conveyance of the said premises from the said I. C. but for what consideration

this defendant knoweth not, and saith, that the complainant himself sithence the said purchase hath paid the same to this Defendant, and therefore this Defendant conceiveth that he is unjustly troubled touching the premises. And this defendant saith, that therefore (under favour,) this defendant conceiveth, that the said fourscore pounds *per annum*, and also the said one thousand pound, secured by part of the premises bargained & sold as aforesaid, it being so long before the statute made for reducing interest money from eight to six in the hundred, and the same fourscore pounds *per an.* being (as this Defendant conceives) due as parcel of the contract for the said lands assigned over to this Defendant for great & valuable considerations, the same shall not now be infringed, broken or repealed for the causes in the bill mentioned, or for any causes whatsoever, the rather for tha this Defendant & his brother, upon the considerations & conditions aforesaid did bargain & sell the said Mannor, lands, & premises at an undervalue; Without that, that any other matter or thing in the said bill of complaint contained material or effectual in the Law, for this Defendant to make answer unto & not herein before sufficiently answered unto, confessed & avoided, traversed or denied, is true in such manner and form as in the said bill is alleadged and this Defendant prayeth to be dismissed out of this honourable Court, with his reasonable costs and charge in this behalf most wrongfully sustained.

The beginning and conclusion of a bill in Chancery.

To the right honourable the Lords Commissioners of the great Seal of England.

SHeweth unto your Lordships, your Orator E. L. of the City N. in the County of W. Gentleman

tleman, and M. his wife, that whereas, &c. The Conclusion. May it therefore pleaſe your good Lordſhips to grant to your ſaid Orator proceſs of *Sub pœna*, to be directed unto the ſaid W. C. thereby commanding him (or them and every of them) at a certain day and under a certain pain therein to be limited, perſonally to appear before your Lordſhips in this high and honorable Court of Chancery, to anſwer the premiſes, and further to ſtand unto and abide ſuch order, direction and award concerning the ſame, as unto yonr Lordſhips ſhall ſeem meet, and your Orators ſhall daily pray for the long continuance of your Lordſhips proſperous eſtate.

A Leaſe of a Mill.

THis Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witneſſeth, that the ſaid Sir T. C. and L. for and in conſideration of the rent and covenants hereafter in theſe preſents expreſſed, and alſo for divers other reaſonable conſiderations them thereunto moving, Have demiſed, granted and unto farm-letten, and by theſe preſents do for them, their, &c. demiſe grant and to farm-let, unto the ſaid T. A. all that their griſt, Water-mill and Mills, being two griſt-mills under one Roofe, commonly called or known by the name S. Mill with the appurtenances, ſcituate and being in the Pariſh of, &c. ſometimes in the tenure or occupation of one E. D. & now or late in the tenure or occcpation of N. C. or his aſſignes, and the ground and ſoile whereupon the ſaid Mill and Mills do ſtand, containing by eſtimation one fourth part of an acre, be it more or leſs, and alſo all the ſcite of Mill, as well cuſtomary as conventionary of all the Tenants of that Mannor of D. in the

ſaid County and all the toll and cuſtome for grinding of all the Corn and Grain whatſoever, as well of all the tenants and Under-tenants of the ſaid Mannor, now being or which hereafter at any time ſhall be, during the term by theſe preſents demiſed, as of all the inhabitants now dwelling or abiding, or which hereafter ſhall dwell or abide within the ſaid mannor of D. aforeſaid, & alſo all toll, benefit and cuſtome for grinding of Corn and Grain whatſoever, and alſo all and ſingular hed-wares, and Mill-ponds, and the ſoile whereof the ſaid hed-wares and Mill-ponds do ſtand and are builded, and all hed-wares hereafter to be builded, and the ſoile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courſes, Rivers, Fiſhing, Fiſhing-places, Wayes, Paths, Paſſages, Eaſements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatſoever to the ſaid Mill and other the premiſes by theſe preſents, demiſed and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the ſame now or at any time heretofore let, uſed, occupied, had, taken, reputed or enjoyed, To have and to hold the ſaid Mill, and the ground and ſoile thereof, with the appurtenances, and the ſaid ſcite or Mil of all the tenants of the ſaid Mannor, and the ſaid toll and cuſtome of grinding of all Corn and Grain of the ſaid Tenants and Inhabitants aforeſaid, and all toll and cuſtome of grinding of all Corn and Grain whatſoever, and the ſaid Wares, Mill-dams, Mill-ponds, and the ground and ſoile thereof, Mil-pools, Stanks, Banks, Rivers, Streams, Wayes, Paſſages, Fiſhings and all and ſingular other the premiſes herein before mentioned or intended to be hereby demiſed and granted, and every part and parcel thereof, with

the

the appurtenances unto the said T. A. his Executors, Administrators and Assignes, from the Feast day of, &c. last past before the date hereof, for and during, and unto the full end and term of &c. from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly during the said term, the yearly rent or summe of &c. at two of the most usual Feasts or terms of payment in the year, that is to say, at the Feasts &c. by even and equal portions, the first payment thereof to begin and to be made upon the Feast day o, &c. next ensuing the date hereof: and if it shall happen the said yearly rent of &c. or any part thereof to be behind and unpaid by the space of 14 daies next over or after any of the said Feasts or daies of payment, wherein the same ought to be paid as aforesaid, being lawfully demanded; that then and from thenceforth, and at all times afterwards it shall and may be lawfull to and for the said T. C. and D. his wife, or either of them, their or either of their heirs, executors &c. into the said demised premises, and every part and parcel thereof to re-enter, and the same to have again, retain and repossess, as in his, her or their first and former estate; and the said T. A. his, &c. thereout and from thence utterly to expel, put out & amove, these presents or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. A. for himself, his, &c. and for every of them doth covenant, promise and grant, to and with the said Sir T. C. and D. &c. by these presents in manner and form following: That is to say, that he the said T. A. his, &c. shall and will from time to time, during the said term of &c. hereby granted, do and make his and their suit and service, for and in respect of the premises, to the Court and Courts of the said Sir T. C. and D. and their heirs to be

kept and holden within the said Mannor of D. upon such reasonable warning as there is given or used, or else in default and neglect thereof, shall & will yearly during the said term, pay or cause to be paid unto the said Sir T.B. and D. and their heirs, the sum of, &c. if it be demanded, and the said T.A. doth for himself, his, &c. further covenant, promise and grant, to and with the said Sir T.C. and D. that he the said T.A. his, &c. within the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in repairing, bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the sum of, &c. and also that he the said T.A. his, &c. at his and their like proper costs and charges shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended as aforesaid, and all other the afore demised premises with the appurtenances, in, by and with all and all manner of needful & necessary reparations & amendments whatsoever, when & as often as need shall require, during the said term, and the same Mills, and other the premises with the appurtenances, so being well and sufficiently repaired, upholden & amended in the end or other determinations of this present lease shall and will leave and yield up unto the said Sir T.C. and D. or one of them, their or one of their heirs or assigns. And the said T.A. for him, his, &c. doth likewise covenant and grant to & with the said &c. that he the said T.A. his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his, &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited and declared. And the said Sir T.C. and D. do for them and their heirs and assigns, covenant and grant to & with

the

the ſaid T. A. his, &c. that in caſe any of the Tenents or inhabitants of the ſaid Mannor of, &c, ſhall and do at any time, during the ſaid term hereby granted, withdraw or ſurceaſe to do ſuit of Mill to the ſaid Mill, or to bring & carry, or cauſe to be brought and carried their corn and grain whatſoever to the ſaid Mill or Mills by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the ſaid Mannor for the time being, ſhall and wil upon all & every the preſentment and preſentments thereof, make, ſet and impoſe upon every ſuch Tenant and Tenants and inhabitants, ſo withdrawing and not doing his or their ſuit or ſuits of Mill to the ſaid Mil or Mills, ſuch lawful or reaſonable Fine and Fines, Amerciament and Amerciaments from time to time, as in ſuch caſe is lawful and uſual; and the ſame fines or amerciaments ſo impoſed, ſhall receive or leavy; and being ſo recited or levyed, pay and deliver the ſame or ſo much thereof as the ſaid T. A. his, &c. ſhall be prejudiced or damnified by reaſon of ſuch withdrawing, as aforeſaid, unto the ſaid T. A. his, &c. And laſtly, the ſaid Sir T. C. and D. for them, their &c. do covenant, promiſe and grant to and with the ſaid, &c. by theſe preſents, that the ſaid T. A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in manner & form aforeſaid, & performing fulfilling & keeping, & ſingular the covenants, grants articles, clauſes & agreements before in theſe preſents contained, which on his and their parts are & ought to be obſerved, performed, fulfilled and kept, ſhall and may lafully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid demiſed premiſes and every part and

parcel

kept and holden within the said Mannor of D. upon such reasonable warning as there is given or used, or else in default and neglect thereof, shall & will yearly during the said term, pay or cause to be paid unto the said Sir T. B. and D. and their heirs, the sum of, &c. if it be demanded, and the said T. A. doth for himself, his, &c. further covenant, promise and grant, to and with the said Sir T. C. and D. that he the said T. A. his, &c. within the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in repairing, bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the sum of, &c. and also that he the said T. A. his, &c. at his and their like proper costs and charges shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended as aforesaid, and all other the afore demised premises with the appurtenances, in, by and with all and all manner of needful & necessary reparations & amendments whatsoever, when & as often as need shall require, during the said term, of the same Mills, and other the premises with the appurtenances, so being well and sufficiently repaired, upholden & amended in the end or other determinations of this present lease shall and will leave and yield up unto the said Sir T. C. and D. or one of them, their or one of their heirs or assigns. And the said T. A. for him, his, &c. doth likewise covenant and grant to & with the said &c. that he the said T. A. his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his, &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited and declared. And the said Sir T. C. and D. do for them and their heirs and assigns, covenant and grant to & with

the

the ſaid T. A. his, &c. that in caſe any of the Tenents or inhabitants of the ſaid Mannor of, &c. ſhall and do at any time, during the ſaid term hereby granted, withdraw or ſurceaſe to do ſuit of Mil to the ſaid Mill, or to bring & carry, or cauſe to be brought and carried their corn and grain whatſoever to the ſaid Mill or Mills by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the ſaid Mannor for the time being, ſhall and wil upon all & every the preſentment and preſentments thereof, make, ſet and impoſe upon every ſuch Tenant and Tenants and inhabitants, ſo withdrawing and not doing his or their ſuit or ſuits of Mil to the ſaid Mil or Mills, ſuch lawful or reaſonable Fine and Fines, Amerciament and Amerciaments from time to time, as in ſuch caſe is lawful and uſual, and the ſame fines or amerciaments ſo impoſed, ſhall receive or leavy, and being ſo recited or levyed, pay and deliver the ſame or ſo much thereof as the ſaid T. A. his, &c. ſhall be prejudiced or damnified by reaſon of ſuch withdrawing, as aforeſaid, unto the ſaid T. A. his, &c. And laſtly, the ſaid Sir T. C. and D. for them, their &c. do covenant, promiſe and grant to and with the ſaid, &c. by theſe preſents, that the ſaid T. A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in manner & form aforeſaid, & performing fulfilling & keeping, & ſingular the covenants, grants articles, clauſes & agreements before in theſe preſents contained, which on his and their parts are & ought to be obſerved, performed, fulfilled and kept, ſhall and may lafully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid demiſed premiſes and every part and

parcel

parcel thereof, with their and every of their appurtenances, without lawfull let, suit, trouble, eviction, ejection, molestation or interruption whatsoever of them the said T. C. and D. or either of them, their or either of their Heirs or assigns, or any of them, or any other person or persons, whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of him, her, their or any either of their acts, titles, means, assent, consent or procurement. In witness, &c.

A single Obligation from one to two.

KNow all men by these presents that I A. B. of the Parish of D. in the County of E. Husbandman, do stand and am firmly bounden and obliged to F. G. of H. in the County of E. Yeoman, in the sum of fifty and one pounds and ten shillings of good and lawfull money, of *England*, to be paid to the said F. G. or his true and lawfull Attorney, Executors or Administrators; to the which payment well, faithfully and truly to be made, I do bind me, my heirs, executors and administrators firmly by these presents. Sealed with my seal. Dated the fifth day of *October*, in the year of our Lord God, one thousand six hundred fifty and one.

An Obligation from two to one.

KNow all men by these presents, that we A. B. of the Parish of C. in the County of E. Gentleman, and F. G. of the Parish of H. in the County aforesaid, Esquire, do stand and are firmly bounden and obliged unto Sir H. I. of the Parish of K. in the said County of E. Knight, in the summ of one hundred and three pounds of good & lawfull money of *England*

England to be paid to the said Sir H. I. or his true and lawfull Arturney, executors and administrators, to the which payment well and truly to be made, we bind our selves and either of us by himself jointly and severally for the whole and in the whole, our & either of our heirs, executors and administrators, and every of them firmly by these presents, Sealed with our Seals. Dated the tenth day of *Septem.* in the year of our Lord God, one thousand six hundred fifty and one.

An Obligation from three to one.

KNow all men by these Presents, that we A. B. of C. in the County of D. widow, E. F. of G. in the said County single woman, H. I. of G. aforesaid in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant Adventurer of *London*, in the summe of 400 l. of good and lawfull money of *England*, to be paid to the said K. L. or his true and lawful Arturney, executors or administrators, to the which payment well and truely to be made, we do bind us and every and either of us jointly and severally, for and in the whole, our and every and either of our heirs, executors, and administrators, and every of them firmly by these presents Sealed with our seals. Dated the fifteenth day of *October*, in the year of our Lord God, one thousand six hundred fifty and one.

A Condition for replevying goods.

WHereas the above named G. S. by vertue of his office, as Steward or Clerk of the Manor, &c. upon several complaints and allegations of the above bound T. H. hath granted forth several

precepts

precepts for the replevying of divers and sundry of the goods and chattels, &c. detained by one, &c. Now therefore the Condition, &c. that if the said &c. do with effect prosecute the action which he hath commenced against the said, &c. concerning the said goods, and shall also make due return of the same, if return by law shall be adjudged, and him the said G. S. from time to time, and at all times hereafter, do and shall save, defend and keep harmless and indempnified, against all men concerning the said goods and chattels, and the several replevies therefore granted; That then, &c.

Another Condition for replevying of cattel.

THe Condition of this Obligation is such, that whereas W. H. Gentleman, hath impounded on Mare, two Colts, and two Naggs of the goods and cattel of I. P. Clerk at Helwels pound within the liberty of Week-regs, and thereupon a Replevin is orderly granted to the Bayliff of the said liberty, for delivery of the said cattels unto the said I. P. if therefore the said I. P. do and shall follow the suit with effect against the said M. H. for the taking and with-holding of the said Mare, two Colts and two Naggs, and return the same, if the return thereof shall be so adjudged according to the Statute in that case made and provided, and also save & keep harmless the above named Sir W. H. Knight, High Sheriff, his Deputie, Deputies and other Officers of the same Court of the said Mannor, for, touching & concerning the granting of the said Replevin of the said Mare, two Colts and two Nags, and every thing else concerning the same without fraud; that then this Obligation to be void and of none effect, or else to remain in full force and vertue.

A condition to pay the moity of the debt when it ſhall be received.

WHereas E. B. of, &c. by one Obligation bearing date the, &c. (reciting the Bond) and whereas the moity or one half part of the ſaid ſum of, &c. is due and payable unto the within named &c. as money by him lent unto the ſaid F. and whereas the ſaid, &c. before the enſealing of the ſame recited Obligation, did conſent and agree that the ſaid Obligation ſhould be made only in the name of the ſaid T. L. and the ſaid T. L. to give his Obligation to the ſaid R. G. for the ſame moity or half part of the ſaid debt. Now if the ſaid T. L. his, &c. or any of them, do well and truly pay unto the ſaid R. his &c. the ſum of, &c. at or in, &c. being the moity of the ſaid, &c. on the, &c. or with as much convenient ſpeed as he the ſaid T. his, &c. can or may, next after he or they or any of them, ſhall have received the ſaid ſum of, &c. in the condition of, &c. ſpecified, with ſuch intereſt as ſhall be due for the moity thereof. And if the ſaid ſum of, &c. ſhall not be paid at one entire payment on the ſaid, &c. according to the Condition of the ſaid Obligation, then if the ſaid his, &c. do and ſhall well and truly pay unto the ſaid, &c. his, &c. without any delay the moity of ſuch part thereof as he or they ſhall or may receive from time to time, &c. that then, &c.

Articles of agreement intended, made, concluded and fully agreed upon the 10. *day of, &c. Between* E. M. *of, &c. and* R. A. *of* London *Merchant, &c.*

WHereas the ſaid E. M. the day of the date hereof, hath freely given and delivered unto

to the ſaid R. A. the ſum of, &c. to the intent and purpoſe that he the ſaid R. A. ſhall accept and take into his ſervice to be imployed in merchandizing affairs, W. M. ſon of her the ſaid E. M. in conſideration whereof, but more eſpecially at her requeſt, and of the affection that the ſaid R. A. beareth to the ſaid W. M. he the ſaid R. A. is contented and agreed to accept and take the ſaid W. M. to be his ſervant in Merchandizing affairs and other buſineſſes, and accordingly to imploy him therein, not only in *England*, but in the parts beyond the Seas, where the ſaid R. A. now tradeth, or hereafter ſhall trade, and that for the term or ſpace of ſeven years to be accompted from, &c. next enſuing the date of theſe preſents, &c. & thereupon the ſaid E. M. for her ſelf, her Executors and adminiſtrators, doth covenant and grant to and with the ſaid R. A. his, &c. by theſe preſents, that the aforeſaid W. M. her Sonne, ſhall during all the ſaid term (if he ſo long live) well, diligently and faithfully to the uttermoſt of his power and skill, ſerve him the ſaid R. A. in the trade of merchandizing and other his affairs, at ſuch place or places, either beyond the Seas, or on this ſide where the ſaid R. A. ſhall aſſign and appoint him, and without abſenting himſelf out of his ſaid ſervice or imployment, or neglecting the ſame, and that he the ſaid W. M. at all times hereafter, during the ſaid term, ſhall from time to time, not only receive & take into his charge and cuſtody all & every ſuch goods & merchandizes whatſoever as by or for the uſe or account of the ſaid R. A. ſhall be conſigned or ſent to him the ſaid W. M. but alſo ſell, utter and diſpoſe of the ſame goods or Merchandizes to the moſt profit he can for the ſaid R. A. his, &c. and ſhall alſo from time to time, and at all times, during the ſaid term, follow and per-

form

form all and every such advice, directions, orders and Commissions, as the said R. A. shall by letter of advice or otherwise give, send or make known to him the said W. M. in, about or concerning the factory or Merchandizing aforesaid; and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keep in due orderly manner, books of accompt touching his said imployments in merchandizing as aforesaid, according to the custom of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said imployment in merchandizing as aforesaid, and shall from time to time, once in every six months or oftner, transmit and send unto the said R. A. his, &c. true accompts and reckonings of all the businesses and dealings of the said W. M. in the premises; and shall also send letters of advice of the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or imployment, and shall also return and come to *England*, and bring all his books of accompts with him whensoever he shall be thereunto advised and required by the said R. A. his, &c. by letters missive or otherwise; and that the said W. M. shall from time to time upon every reasonable request, not only shew forth all his books of accompts concerning all his doings and dealings as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every such goods, wares, money, debts and Merchandizes whatsoever, as well of the said R. A. for his own proper use, or jointly with any others, which

shall

shall hereafter come to the hands, charge or factory of him the said W. M. or for which he the said W. M. may or ought to be accomptable unto the said R. A. his, &c. And moreover, that he the said W. M. shall within, &c. next after the making and giving up every such accompt as aforesaid, well and truly satisfie, pay and deliver unto the said R. A. his &c. all & every such goods, wares, moneys, debts, merchandizes, specialties and other things whatsoever as by or upon the foot of the same accompt shall happear, or be found to be due coming or belonging to him the said R. A. his, &c. by or from the said W. M. in any manner of wise.

Item, the said E. M. for herself, her, &c. doth covenant, promise and agree, to and with the said R. A. his, &c. by these presents, that she the said E. M. her &c. at her and their own proper costs & charges shall and will find, provide and allow unto & for her said son, decent and fitting linnen, woollen and all other apparel, of all sorts fitting for him in his service and imployment, during the said term. Item, the said R. A. doth covenant, &c. to find and provide unto the said, &c. competent and fitting meat, drink, washing and lodging, and all other necessaries (apparel only excepted) during all the said term. In witnesse, &c.

Bonds must be entred into, for performance of the Articles aforesaid.

FINIS.